

PROJECT MANUAL

Internal Connections Acquisition - Category II

(Edge Switches)

E-rate Funding Year 2024, Form 470 #240010244

RFP/Q 2023-24 (E7)



Rowland Unified School District

Bid Due Date

February 9, 2024 - 10:00 A.M.

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DOCUMENTS THAT BIDDER MUST SUBMIT AS PART OF ITS BID

Bid Form (Acknowledge Addenda)
Certification of Compliance
Non-Collusion Declaration
E-Rate Supplemental Terms & Conditions
Iran Contracting Act Certification

Rowland Unified School District

Technology Services
Request for
Proposal/Qualifications For
Internal Connections Acquisition - Category II
(Edge Switches)
E-rate Funding Year 2024, Form 470 #240010244
RFP/Q 2023-24 (E7)

I. OVERVIEW

A. Introduction and Purpose

The Rowland Unified School District ("District") is seeking proposals from qualified authorized resellers ("Reseller") for the acquisition of Network Edge Switches as eligible under the Universal Service School and Libraries (SLD) Eligible Services List and subsequent rulings. This acquisition shall be for equipment according to the specifications set forth herein and will apply to funding year 2024.

B. Schedule of Events

01/11/2024 – Advertisement SGVT

01/18/2024 – Advertisement SGVT

01/11/2024 – Form 470/RFP/Q posting date

01/25/2024 - RFI (clarification questions from vendors) deadline no later than 10:00 a.m.

01/31/2024 – Final Addendum posted (if needed) as additional “RFP/Q Document” to Form470

02/09/2024 – Bid due date @ 10:00:00 a.m. (Pacific Time)

C. Proposal Response Requirements

Because the service and equipment specified in this RFP/Q are being submitted to the Schools and Libraries Division (SLD) of the FCC as part of "E-rate" Universal Service Administrative Company (USAC) discount eligibility, all posting and response procedure must satisfy SLD E-rate submission requirements (per instructions and rulings posted at <https://www.usac.org/e-rate/>), California state requirements, local and District requirements. These requirements include, but are not limited to:

- a. The proposal must NOT require the purchase or acquisition of additional hardware, software or service outside the scope of the proposal or by any third-party provider;
- b. The pre-discount cost and description of all services, hardware, software and related components, where available, should be clearly identified on the response in addition to the total pre-discount service cost. These costs should be specified for each line item proposed;
- c. A complete description of the services and/or equipment, as required by the SLD must be attached to, or submitted with these costs;

- d. The response must also clearly state the permanent SLD Service Provider Identification Number (SPIN) for the provider of proposed services.

II. GENERAL SPECIFICATIONS

A. Contact Information

Any service provider seeking clarification of Form 470 and/or RFP shall email a request for information (RFI) to the following address by the RFI deadline: rmcleod@rowlandschools.org Please include “E-rate Funding Year 2024, Form 470 #240010244” in the email subject line. RFI deadline is January 25, 2024, no later than 10:00 a.m.

Responses to RFI’s will be provided via addenda posted on the district’s website at www.rowlandschools.org and to Form 470 through the E-rate Productivity Center (EPC) online at <https://data.usac.org/publicreports/Forms/Form470Rfp/Index>.

B. Bid Submission

To be considered a Vendor, the candidate must submit the complete original proposal, in the format stated below, and provide fully executed copies of any and all addenda[s] required to be returned, in a sealed envelope on or before **10:00 a.m., on the 9th day of February, 2024**, to the following address:

Rowland Unified School District
Attn: Rosana McLeod, Director of Purchasing
1830 Nogales Street
Rowland Heights, CA 91748

All proposals shall be sealed in a package **clearly labeled with the Title of the RFP/Q “Internal Connections Acquisition - Category II” and RFP# 2023-24 (E7)** on the outside of the package.

The Vendor is required to submit an Original Bound plus three (3) bound copies and one (1) flash drive copy of the proposal and any required addenda(s). All proposals shall be prepared by and at the expense of the Vendor.

It is the sole responsibility of each respondent to ensure all submittals and attachments are received by the District before the deadline.

Proposal costs must be submitted and signed on Attachments A.

C. Bid Due Date

Bids are due on the bid due date identified herein. If zero or only one bid is received, additional bids may be solicited and considered unless otherwise specified in the RFP/Q.

D. Non-Collusion Declaration

Bidders shall submit the Non-collusion Declaration with their Bids. Bids submitted without the Non-collusion Declaration shall be deemed non-responsive and will not be considered.

E. Iran Contracting Act Certification

Bidders shall submit the Iran Contracting Act Certification with their Bids. Bids submitted without the Iran Contracting Act Certification shall be deemed non-responsive and will not be considered.

F. Addenda

Addenda may also be issued to modify parts of the Contract Documents as deemed advisable by the District. Bidder must acknowledge each Addendum in its Bid Form by number or its Bid may be considered non-responsive. Each Addenda shall be part of the Contract Documents. A complete listing of Addenda may be obtained from the District.

G. Bid Evaluation Criteria

The District will evaluate all proposals received and determine which proposal is in the District's overall best interest to accept. The District will score the proposals on the criteria identified below. During the evaluation, the District may request proposal clarifications, explanations, and answers from the Vendor.

<u>Selection Criteria</u>	<u>Weight</u>
E-Rate Eligible Price/Charges	30%
District Experience	25%
Ability to meet minimum district specifications	10%
Non-eligible Price/Charges	10%
Vendor qualifications/certification	10%
Quality of Proposal	10%
References	5%
Overall Ranking	100%

H. Contract Term

Category Two – Contract end date coterminous with Category Two (C2) E-rate September 30, 2025, Service Delivery Deadline for the applicable E-rate Funding Year. Extensions must be allowed in the event of any funding delays or any other unforeseen delays.

District reserves the right to order quantities in any size lot or lots of quantities. Pricing must remain firm for the period of April 1, 2024 thru September 30, 2025. The District reserves the right to extend the intent to purchase for additional annual term(s) through September 30, 2026.

I. Ineligible Products and Services

The bidder shall identify all E-rate ineligible or partially eligible costs included in all bids.

J. Taxes, Surcharges, Fees, and Other Costs

The bidder shall include all relevant costs, or best estimates, of all costs associated with products and services proposed, including but not limited to taxes, surcharges,

fees, shipping, handling, and labor (if requested). Omission of taxes or other relevant costs may result in disqualification of bid.

K. Job Walk/Site Visit

No job walk or site visit is required for bid.

L. Service Provider Eligibility

- a. 498 ID/Service Provider Identification Number (SPIN) – Bidder must have a 498 ID/SPIN number which must be submitted with their quote. Information on obtaining a SPIN is available at <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>.
- b. Red Light Status – Bidder must include FCC Red Light Status with the bid. Red Light Display System is available at <https://apps.fcc.gov/cores/userLogin.do>. Bids from service providers in Red Light Status may be rejected by the applicant.

M. Substitutions

All products and services proposed must be equal to, or exceed, the specifications provided in Form 470 and any RFP/Q documents. The applicant reserves the right to determine the equivalence of all substitutions. Bids shall be based on products and systems specified in the Contract Documents or listed by name in Addenda. All requests must comply with the requirements specified in the General Specifications (General Information, Sections c through j and the following:

- a. **Request for Substitution Prior to Bid**
District must receive any request for substitution a minimum of **FOURTEEN (14)** calendar days prior to the date of bid opening and the request must be submitted on the “Substitution Request Form.”
- b. **Information with Request**
Requests for substitutions shall contain sufficient information to assess acceptability of the product or system and impact to Project, including, without limitation, the requirements specified in the General Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
- c. The District’s denial of a substitution request prior to the date of bid opening shall be conclusive, requiring Bidders to list only approved items. The District is not responsible and/or liable in any way for a Bidder’s damages and/or claims related, in any way, to that Bidder’s basing its bid on any requested substitution that the District has not approved. Bidder’s Bid shall be deemed non-responsive if it identifies a product or manufacturer of a non-approved substitution.
- d. Approved substitutions shall be listed in Addenda.

N. Invoice Mode

The Service Provider Invoice (SPI) billing method will be used unless the applicant notifies the service provider to the contrary.

O. Additional E-rate Conditions

- a. Bidder shall be subject to all USAC, FCC, State, and local specifications and requirements.
- b. Bidder must be familiar with billing methods and timelines associated with the E-rate program and submission of a quote constitutes agreement to all USAC

- terms.
- c. In the event E-rate funding is denied or reduced, the applicant reserves the right to modify the scope of the project or cancel the projects.
 - d. All awards related to this solicitation are subject to the applicant receiving approval for funding through the E-rate process.
 - e. No guarantee can be given that any or all items or services under this quote request will be: a) purchased; b) that the stated amounts will be reached; or, c) that they will not be exceeded. Bidder agrees to furnish more or less at the prices quoted in accordance with the actual requirements.
 - f. In the event there is a discrepancy between the various RFP/Q Documents, the more stringent, higher quality, and greater quantity of work shall apply.

P. Bid Protest

Any bid protest by any Bidder regarding any other bid on this Project must be submitted in writing to the District, before 5:00 p.m. of the THIRD (3rd) Business Day following the date of The Notice of Intent to Award.

- a. The protest must contain a complete statement of any and all bases for the protest.
- b. The protest must refer to the specific portions of all documents that form the bases for the protest, including the specific portion(s) of the bid(s) that the Bidder is protesting.
- c. The protest must include the name, address and telephone number of the person representing the protesting party.
- d. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest, which must include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- e. The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

III. REQUIREMENTS AND DESCRIPTION OF SERVICES

A. Scope of Work

GENERAL INFORMATION

- a. The District reserves the right to fund or not to fund regardless of E-rate approval.
- b. Any items that are ineligible or partially eligible for E-rate discounts shall include appropriate cost allocation.
- c. All network switches must support VTP (VLAN Trunk Protocol), Rapid-PVST+, CDP (Cisco Discovery Protocol), Voice VLAN, QOS, Port Security, Port Aggregation Protocol (PAgP), a minimum of 12 mGig ports, must have direct command line interface access and must have a minimum of 1000 watts

POE+ power in order to maintain compatibility with existing District systems.

- d. **No job walk, labor, installation or configuration is requested as part of this scope of work.**
- e. Reseller shall include any and all needed line items recommended or required by the manufacturer.
- f. All bid responses shall include unit cost, quantity, extended cost, tax, freight and any other costs.

EQUIPMENT INFORMATION

- a. Job walk NOT required.
- b. The District is seeking Cisco Catalyst C9200L-48PXG4X-EDU or equivalent edge switches.
- c. Edge switch must run at Layer-2 of the OSI-model.
- d. Edge switch WAN/uplink ports must be SFP+ compatible.
- e. Edge switch WAN/uplink ports must be capable of 1Gbps, 10Gbps.
- f. Edge switch must contain 48 LAN ports.
- g. All edge switch LAN ports must be RJ-45.
- g. Any mGig LAN ports must be capable of a minimum of 10Gbps.
- h. All edge switch LAN ports must be capable of POE+.
- i. Edge switch must contain power cables compatible with NEMA 5-15R configurations.
- j. Edge switch must include mounting hardware for 2-post rack configuration.
- k. Quantity of Edge Switches Needed: **251**

B. Discount Funding

The cost for all related recurring and non-recurring services will be submitted to the Schools and Libraries Division (SLD) as part of the Universal Service Fund "E-rate" discount program. Because of this, it is necessary for all eligible internal connection components, including both non-recurring and recurring costs to be clearly specified in the successful proposal. Furthermore, and pursuant to SLD E-rate discount application procedures, the proposal response must indicate non-discounted costs for all equipment, cables, software licenses, and services. Upon proposal acceptance, all invoices for eligible equipment and services must specify only the discounted amounts.

The final purchase of these equipment items will be dependent upon approval of the discount applications from the SLD. The District shall reserve the right to modify site quantities depending upon available funding and discount approvals. The District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

Pursuant to E-rate discount requirements, the Vendor must meet all of the necessary eligibility requirements, at Vendor's expense, to receive reimbursement funding from the Universal Service Fund per Section 254 of the Telecommunication Act of 1996 and subsequent orders.

C. Technical Requirements

All core switches at Elementary/Intermediate/Academy schools MDFs consist of a Cisco 3850 core switch with multi-mode fiber backbone links to campus building

IDFs. IDF edge switches currently consist of Cisco 2960 series switches and it is the edge switches at these locations the District plans to update to C9200L-48PXG4X-EDU or equivalent switches.

New high-speed edge switches will be updated to improve wired and wireless network speeds from the classroom. These switches will support wired edge devices, Wireless Access Points, IP Cameras, IP Phones and IP PA speakers in some locations. POE+.

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. Burden of proof as to equality of any material, process or article shall rest with service provider. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the response by the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time of bid response."

a. Request for Substitution Prior to Bid

District must receive any request for substitution a minimum of **FOURTEEN (14)** calendar days prior to the date of bid opening and the request must be submitted on the "Substitution Request Form."

b. Information with Request

Requests for substitutions shall contain sufficient information to assess acceptability of the product or system and impact to Project, including, without limitation, the requirements specified in the General Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.

c. The District's denial of a substitution request prior to the date of bid opening shall be conclusive, requiring Bidders to list only approved items. The District is not responsible and/or liable in any way for a Bidder's damages and/or claims related, in any way, to that Bidder's basing its bid on any requested substitution that the District has not approved. Bidder's Bid shall be deemed non-responsive if it identifies a product or manufacturer of a non-approved substitution.

d. Approved substitutions shall be listed in Addenda.

Identified MDF's and IDF's			
Site	Location	E-Rate Eligible	Edge Switch
ALV	ALV-10Wing-IDF	Yes	1
ALV	ALV-20Wing-IDF	Yes	1
ALV	ALV-30Wing-IDF	Yes	1
ALV	ALV-40Wing-IDF	Yes	1
ALV	ALV-50Wing-IDF	Yes	1
ALV	ALV-60Wing-IDF	Yes	1
ALV	ALV-70Wing-IDF	Yes	1
ALV	ALV-AdminRm5-LDF	Yes	1
ALV	ALV-MPR-IDF	Yes	1
ALV	ALV-LIB-IDF	Yes	1
ALV	ALV-MPLAB1-LDF	Yes	1
ALV	ALV-MPLAB2-LDF	Yes	1
ALV	ALV-P83-IDF	Yes	1
ALV	ALV-P85-IDF	Yes	1
ALV	ALV-PE-IDF	Yes	1
ALV	ALV-Rm2-IDF	Yes	1
ALV	ALV-Rm41-LDF	Yes	1
BLA	BLA-10Wing-IDF	Yes	1
BLA	BLA-20Wing-IDF	Yes	1
BLA	BLA-30Wing-IDF	Yes	1
BLA	BLA-40Wing-IDF	Yes	1
BLA	BLA-50Wing-IDF	Yes	1
BLA	BLA-MPR-IDF	Yes	1
BLA	BLA-KBldg-IDF	Yes	1
BLA	BLA-P15-IDF	Yes	1
BLA	BLA-Rm36-IDF	Yes	1
BLA	BLA-Rm63-IDF	Yes	1
BLA	BLA-Rm68-IDF	Yes	1
BLA	BLA-Rm91-IDF	Yes	1
CDS	CDS-B3-IDF	Yes	1

CDS	CDS-D1-IDF	Yes	1
GIA	GIA-10Wing-IDF	Yes	1
GIA	GIA-20Wing-IDF	Yes	1
GIA	GIA-20Wing-LDF	Yes	1
GIA	GIA-20Wing-PA-LDF	Yes	1
GIA	GIA-30Wing-IDF	Yes	1
GIA	GIA-30Wing-LDF	Yes	1
GIA	GIA-30Wing-PA-LDF	Yes	1
GIA	GIA-40Wing-IDF	Yes	1
GIA	GIA-40Wing-LDF	Yes	1
GIA	GIA-40Wing-PA-LDF	Yes	1
GIA	GIA-Admin-IDF	Yes	1
GIA	GIA-10Wing-PA-LDF	Yes	1
GIA	GIA-P10-IDF	Yes	1
GIA	GIA-P2-IDF	Yes	1
GIA	GIA-P6-LDF	Yes	1
GIA	GIA-PEBldg-IDF	Yes	1
GIA	GIA-Rm12Lab-IDF	Yes	1
GIA	GIA-Rm36LAB-LDF	Yes	1
GIA	GIA-Rm43LAB-LDF	Yes	1
HOL	HOL-KBldg-IDF	Yes	1
HOL	HOL-MP-IDF1	Yes	1
HOL	HOL-MP-IDF2	Yes	1
HOL	HOL-MP-LDF	Yes	1
HOL	HOL-MP-PA-LDF	Yes	1
HOL	HOL-MP-PA2-LDF	Yes	1
HOL	HOL-Rm26-IDF	Yes	1
HOL	HOL-RmC-IDF	Yes	1
HOL	HOL-RmH-IDF	Yes	1
HUR	HUR-10Wing-IDF	Yes	1
HUR	HUR-20Wing-IDF	Yes	1
HUR	HUR-30Wing-IDF	Yes	1
HUR	HUR-40Wing-IDF	Yes	1

HUR	HUR-50Wing-IDF	Yes	1
HUR	HUR-60Wing-IDF	Yes	1
HUR	HUR-70Wing-IDF	Yes	1
HUR	HUR-Admin-IDF	Yes	1
HUR	HUR-MPR-IDF	Yes	1
HUR	HUR-P15-IDF	Yes	1
HUR	HUR-P2-IDF	Yes	1
HUR	HUR-P8-IDF	Yes	1
HUR	HUR-Rm12-LAB-LDF	Yes	1
JEL	JEL-KBldg-LDF	Yes	1
JEL	JEL-LAB-A-IDF	Yes	1
JEL	JEL-MP-BLDG-IDF	Yes	1
JEL	JEL-MP-BLDG-LDF	Yes	1
JEL	JEL-MP-ELEC-IDF	Yes	1
JEL	JEL-P3-IDF	Yes	1
JEL	JEL-P4-IDF	Yes	1
JEL	JEL-P7-IDF	Yes	1
KIL	KIL-ACS-IDF	Yes	1
KIL	KIL-K2-IDF	Yes	1
KIL	KIL-LAB-LDF	Yes	1
KIL	KIL-MP-IDF1	Yes	1
KIL	KIL-MP-IDF2	Yes	1
KIL	KIL-MP-IDF3	Yes	1
KIL	KIL-P12-IDF	Yes	1
KIL	KIL-P1A-IDF	Yes	1
KIL	KIL-P7-IDF	Yes	1
KIL	KIL-Rm5LAB-LDF	Yes	1
RACE	RACE-LAB-IDF	No	1
RACE	RACE-Rm105-IDF	No	1
NHS	NHS-A-BldgNo-IDF	Yes	6
NHS	NHS-A-BldgSo-IDF	Yes	4
NHS	NHS-Admin-IDF	Yes	2
NHS	NHS-B-Bldg-IDF	Yes	1

NHS	NHS-C-Bldg-IDF	Yes	1
NHS	NHS-D-Bldg-IDF	Yes	2
NHS	NHS-D04-LDF	Yes	1
NHS	NHS-D05-LDF	Yes	1
NHS	NHS-E1-LDF	Yes	1
NHS	NHS-G-Bldg-IDF	Yes	1
NHS	NHS-L208-IDF	Yes	1
NHS	NHS-Library-IDF	Yes	1
NHS	NHS-M112-IDF	Yes	1
NHS	NHS-M212-IDF	Yes	1
NHS	NHS-PBX	Yes	1
NHS	NHS-PRESSBOX-LDF	Yes	1
NHS	NHS-T07-IDF	Yes	1
NHS	NHS-T14-LDF	Yes	1
NHS	NHS-W14-IDF	Yes	1
NHS	NHS-W18-LDF	Yes	1
NOR	NOR-10Wing-IDF	Yes	1
NOR	NOR-1Wing-IDF	Yes	1
NOR	NOR-20Wing-IDF	Yes	1
NOR	NOR-30Wing-IDF	Yes	1
NOR	NOR-40Wing-IDF	Yes	1
NOR	NOR-50Wing-IDF	Yes	1
NOR	NOR-Admin-IDF	Yes	1
NOR	NOR-MPR-IDF	Yes	1
NOR	NOR-FRC-Clinic-LDF	Yes	1
NOR	NOR-KBldg-IDF	Yes	1
NOR	NOR-Rm21LAB-LDF	Yes	1
NOR	NOR-Rm66-IDF	Yes	1
NOR	NOR-Rm70-IDF	Yes	1
OSW	OSW-Admin-IDF	Yes	1
OSW	OSW-BBldg1st-IDF	Yes	1
OSW	OSW-BBldg1st-SW2-LDF	Yes	1
OSW	OSW-BBldg2nd-LDF	Yes	1

OSW	OSW-CBldg-IDF	Yes	2
OSW	OSW-DBldg2nd-IDF	Yes	1
OSW	OSW-DBldg1st-IDF	Yes	1
OSW	OSW-KBldg-IDF	Yes	1
OSW	OSW-KBldg-SW2-IDF	Yes	1
OSW	OSW-MPR-LDF	Yes	1
RHS	RHS-A-Bldg-IDF	Yes	1
RHS	RHS-A5-LDF	Yes	1
RHS	RHS-Admin-IDF	Yes	2
RHS	RHS-C-Custodian-LDF	Yes	1
RHS	RHS-D-Bldg-IDF	Yes	1
RHS	RHS-E-Bldg-IDF1	Yes	1
RHS	RHS-E-Bldg-IDF2	Yes	1
RHS	RHS-E2-LDF	Yes	1
RHS	RHS-M1-LDF	Yes	1
RHS	RHS-M3-IDF	Yes	1
RHS	RHS-M7-LDF	Yes	1
RHS	RHS-M9-LDF	Yes	1
RHS	RHS-P-Bldg-IDF	Yes	1
RHS	RHS-PAC1-IDF	Yes	1
RHS	RHS-PAC2-IDF	Yes	1
RHS	RHS-PRESSBOX-IDF	Yes	1
RHS	RHS-R1-IDF	Yes	1
RHS	RHS-R2-IDF	Yes	1
ROR	ROR-Admin-IDF	Yes	1
ROR	ROR-KBldg-IDF	Yes	1
ROR	ROR-MP-East-IDF	Yes	1
ROR	ROR-MP-West-IDF	Yes	1
ROR	ROR-PA-LDF	Yes	1
ROR	ROR-Rm20-IDF	Yes	1
ROR	ROR-Rm25-IDF	Yes	1
ROR	ROR-Rm29-IDF	Yes	1
ROR	ROR-Rm5-LAB-LDF	Yes	1

ROR	ROR-RmA-IDF	Yes	1
ROW	ROW-10Wing-IDF	Yes	1
ROW	ROW-20Wing-IDF	Yes	1
ROW	ROW-30Wing-IDF	Yes	1
ROW	ROW-40Wing-IDF	Yes	1
ROW	ROW-Admin-IDF	Yes	1
ROW	ROW-MPR-IDF	Yes	1
ROW	ROW-KBldg-IDF	Yes	1
ROW	ROW-P27-IDF	Yes	1
ROW	ROW-P2LAB-LDF	Yes	1
ROW	ROW-P3-IDF	Yes	1
ROW	ROW-P4-LDF	Yes	1
ROW	ROW-P45-IDF	Yes	1
SHE	SHE-A6LAB-LDF	Yes	1
SHE	SHE-ABldg-IDF1	Yes	1
SHE	SHE-ABldg-IDF2	Yes	1
SHE	SHE-Admin-IDF	No	1
SHE	SHE-BBldg-IDF	Yes	1
SHE	SHE-BBldg-LDF	Yes	1
SHE	SHE-D4-IDF	Yes	1
SHE	SHE-D8-IDF	Yes	1
SHS	SHS-10Wing-IDF	Yes	1
SHS	SHS-20Wing-IDF	Yes	1
SHS	SHS-30Wing-IDF	Yes	1
SHS	SHS-40Wing-IDF	Yes	1
SHS	SHS-Admin-IDF	No	1
SHS	SHS-MPR-IDF	Yes	1
SHS	SHS-KBldg-IDF	Yes	1
SHS	SHS-P4-LDF	Yes	1
SHS	SHS-P7-IDF	Yes	1
SHS	SHS-P9-2-IDF	Yes	1
SHS	SHS-P9-IDF	Yes	1
TEL	TEL-ABldg-IDF	Yes	1

TEL	TEL-BBldg-IDF	Yes	1
TEL	TEL-CBldg-IDF	Yes	1
TEL	TEL-DBldg-IDF	Yes	1
TEL	TEL-FoodCntr-IDF	No	1
TEL	TEL-LIB-IDF	Yes	1
TEL	TEL-NUTRSVCS-IDF	No	1
TEL	TEL-PEBldg-IDF	Yes	1
VIL	VIL-10Wing-LDF	Yes	1
VIL	VIL-20Wing-IDF	Yes	1
VIL	VIL-30Wing-IDF	Yes	1
VIL	VIL-40Wing-IDF	Yes	1
VIL	VIL-50Wing-IDF	Yes	1
VIL	VIL-60Wing-IDF	Yes	1
VIL	VIL-70Wing-IDF	Yes	1
VIL	VIL-70Wing-LDF	Yes	1
VIL	VIL-80WingRATA-IDF	Yes	1
VIL	VIL-MPR-IDF	Yes	1
VIL	VIL-KWing-IDF	Yes	1
VIL	VIL-P6-IDF	Yes	1
VIL	VIL-P6-SW2-LDF	Yes	1
VIL	VIL-P87-IDF	Yes	1
VIL	VIL-Rm21-LDF	Yes	1
VIL	VIL-Rm31-LDF	Yes	1
YBA	YBA-KBldg-IDF	Yes	1
YBA	YBA-LAB-LDF	Yes	1
YBA	YBA-MP-IDF	Yes	1
YBA	YBA-MP-LDF	Yes	2
YBA	YBA-MP-PA-LDF	Yes	1
YBA	YBA-P10-IDF	Yes	1
YBA	YBA-P4-IDF	Yes	1
YBA	YBA-P7-LDF	Yes	1
YBA	YBA-T2-IDF	Yes	1
YBA	YBA-T5-LDF	Yes	1

YOR	YOR-Admin-IDF	Yes	1
YOR	YOR-FRC-LDF	Yes	1
YOR	YOR-KBldg-IDF	Yes	1
YOR	YOR-MP-North-IDF	Yes	1
YOR	YOR-MP-North-PA-LDF	Yes	1
YOR	YOR-MP-South-IDF	Yes	1
YOR	YOR-MP-South-PA-LDF	Yes	1
YOR	YOR-P1-IDF	Yes	1
YOR	YOR-P12-IDF	Yes	1
YOR	YOR-P7-IDF	Yes	1
E-Rate Eligible Totals			247
E-Rate NON-Eligible Totals			4
TOTALS			251

EXHIBIT A**Edge Switches****SPECIFICATIONS:**

ITEM	MFR.	PART/ MODEL # (or equal)	QTY
Edge Switch	Cisco	C9200L-48PXG4X-EDU	251

*(E-RATE ELIGIBLE/INELIGIBLE COST ALLOCATION MUST BE IDENTIFIED.

ITEMS QUOTED MUST BE EQUAL TO, OR EXCEED THE SPECIFICATIONS PROVIDED ABOVE.

END OF SECTION

ATTACHMENT A
BID FORM:

ITEMS SPECIFIED MUST BE EQUAL TO, OR EXCEED THE SPECS PROVIDED WITHIN THE ITEM DESCRIPTIONS

ITEM	MFR.	PART/ MODEL # (or equal)	QTY	E-Rate eligible %	Unit Price	EXTENSION
Edge Switch	Cisco	C9200L-48PXG4X-EDU	251			
Subtotal:					\$	
Tax:					\$	
Freight Charge (Zip Code: 91748):					\$	
TOTAL:					\$	
E-Rate ineligible						
E-Rate ineligible Tax					\$	
E-Rate ineligible Freight Charge (Zip Code: 91748):					\$	

Submitted by:

Company

Authorized by (Company Rep.)

ATTACHMENT A.1

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with proposal and/or bid response (“Proposal”) in response to this Solicitation (“RFP/RFB/RFQ”).

The Telecommunications Act of 1996 established a fund by which Schools and Libraries (“Applicant” or “Applicants”) across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (“FCC”). Funding is made available upon application approval by the Universal Service Administrative Company (“USAC”), which was established by the Act. The amount of discount is based on the numbers of students eligible to receive free and reduced-price meals.

1) E-RATE CONTINGENCY

The project herein is contingent upon the approval of funding from the Universal Service Fund’s Schools and Libraries Program, otherwise known as E-rate. Even after award of Agreement(s) and/or E-rate funding approval is approved, the Applicant may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the Applicant .

2) SERVICE PROVIDER REQUIREMENTS

The Applicant expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current rules and requirements and future rules and requirements issued by the FCC and USAC throughout the agreement period of any Agreement entered into as a result of this RFP/RFB/RFQ.
- b. Service Providers are responsible for providing a valid Service Provider Identification Number (“SPIN”). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission Registration Number (“FRN”) at the time the Proposal is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the Proposal is submitted. Any potential Service Provider found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for termination of the Agreement as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html
- e. Products and services must be delivered before billing and E-rate discounting can commence. At no time may the Service Provider invoice before July 1, 2024.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any Agreement and USAC-approved extensions).

- g. Goods and services provided shall be clearly designated as “E-rate Eligible.” Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per USAC guidelines.
- h. For Category 2 services, within one (1) week of notification of award, the awarded Service Provider must provide the Applicant a bill of materials using a completed and most current and appropriate version of USACs “Bulk Upload Template” (formerly known as the Item 21 attachment) located at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>. Subsequent schedules of values and invoices must match the Bulk Upload Template and approved Funding Request Line Items or subsequent approved service substitutions. If the service provider’s proposal consisted of pricing per eligible location, a summary sheet and summary Bulk Upload Template must be provided to describe the cumulative amount for all sites.**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the Applicant prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the Applicant placing the vendor on an “Invoice Check” with the USAC: <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>.
- k. Service providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.
- l. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See <https://www.usac.org/about/reports-orders/supply-chain/>. Any proposed solution including Covered Equipment or Services as defined by the FCC will be disqualified. If, after award of the project it is found Covered Equipment or Services are included, the award and/or Agreement will be considered to be null and void. See <https://www.fcc.gov/supplychain> for further information on FCC requirements.
- m. SPAM and/or robotic responses will not be considered valid Proposals and will be disqualified from consideration.
- n. Any Service Provider proposals identifying contingency fees such as allocations for change orders, tariffs, or other speculative fees not specifically called out for in the scope and/or terms of the RFP/RFB/RFQ will automatically be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP/RFB/RFQ. Contingency fees not pre-approved by the Applicant will not be allowed.

3) **SERVICE PROVIDER ACKNOWLEDGEMENTS**

- a. The Service Provider acknowledges that no change in the products and/or services specified in its proposal will be allowed without prior written approval from the Applicant and a USAC service substitution approval with the exception of a Global Service Substitutions. See <https://www.usac.org/e-rate/applicant-process/before-youre-done/service-substitutions/>.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its Proposal shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Service Providers found not to be providing Lowest Corresponding Price (LCP) may be required to repay any identified overcharges to USAC. The Service Provider acknowledges that LCP is solely the service provider's responsibility and it will not hold the Applicant liable, or seek reimbursement from any applicant, for any appeals, commitment adjustments or funding recoveries.

d. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: <https://www.usac.org/about/reports-orders/supply-chain/>.

e. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The Service Provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) **STARTING SERVICES/ADVANCE INSTALLATION**

Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the Agreement's "effective date," E-rate eligible goods and/or services requested in this RFP/RFB/RFQ shall be delivered no earlier than the start of the 2024 funding year (July 1, 2024). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

Early Funding Conditions

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority/Category 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

Category 2

There are two conditions that allow USAC to provide support in a funding year for Category 2 Internal Connections (equipment and services) incurred prior to that funding year.

- *Applicants may seek support for Category 2 eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#), released July 23, 2014).

It is important to note NO FCC FORM 474 INVOICING can take place before the Funding Commitment Decision Letter is issued, the FCC Form 486 is approved, and/or prior to July 1 of the funding year.

5) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the FCC Form 474 Service Provider Invoice (SPI). The Applicant will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (FCC Form 472). The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Funding Request Number (“FRN”) and associated FRN Line Items and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from USAC and submission, certification and USAC approval of FCC Form 486, the Applicant shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the Applicant decide that it is in the best interest of the Applicant to file an FCC Form 472, the Applicant will inform the Service Provider of its intent.
- b. The Service Provider agrees that it will not invoice USAC for equipment or services that have not been delivered to and accepted by the Applicant and installed. If equipment is being drop-shipped to the Applicant and the Applicant is responsible for installing the equipment, the Service Provider may not invoice USAC until equipment is received and accepted by the Applicant.
- c. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the Applicant will only be responsible for paying its non-discounted share.

6) FCC/USAC AUDITS

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. The Service Provider hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP/RFB/RFQ for ten (10) years after final payment. The Applicant, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Service Provider and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES AND AGREEMENT TERM

During the term of any Agreement resulting from this RFP/RFB/RFQ, the Applicant may elect to procure additional or like goods and/or services offered by the Service Provider t. Such services shall be negotiated

and obtained via an official amendment to this Agreement and approval by the Applicant's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The Applicant shall not enter into a separate Agreement for said goods or services. Service Providers must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____

Service Provider FCC Registration Number: _____

Service Provider Identification Number: _____

EXHIBIT “C”

**Internal Connections Acquisition – Category II
E-rate Funding Year 2024**

RFP/Q # 2023-24 (E7)

**ROWLAND UNIFIED SCHOOL DISTRICT
CERTIFICATION OF COMPLIANCE**

I/we have received and reviewed the RFP/Q and any Addenda issued by the Rowland Unified School District and this submission is our entire submittal.

Vendor Name: _____

Authorized Signature: _____

Printed Name: _____

Date: _____, 2024 Number of Addenda Received: _____

Addenda. Addenda may also be issued to modify parts of the Contract Documents as deemed advisable by the District. Bidder must acknowledge each Addendum in its Bid Form by number or its Bid may be considered non-responsive. Each Addenda shall be part of the Contract Documents. A complete listing of Addenda may be obtained from the District.

EXHIBIT “D”

**Internal Connections Acquisition – Category II
E-rate Funding Year 2024**

RFP/Q # 2023-24 (E7)

FORM OF AGREEMENT

FORM OF AGREEMENT**ROWLAND UNIFIED SCHOOL DISTRICT
Internal Connections Acquisition – Category II
E-rate Funding Year 2024****AGREEMENT FOR SALE OF EQUIPMENT, MATERIALS, OR SUPPLIES****RFP/Q # 2023-24 (E7)**

This Agreement for Additional Wireless Managed Access Points, E-Rate Funding Yr. ____, is made and entered into this _____ day of _____, 2024 (“Contract”), by and between _____ (“Seller”) and **Rowland Unified School District** (“Buyer” or “District”). Seller and Buyer may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. **Sale and Description of Goods.** Seller shall sell to the Buyer and Buyer shall purchase from Seller the products, equipment, materials, or supplies in the quantities and prices described in the document attached hereto as **Exhibit “B”** (the “Goods”).
 - 1.1.2 Vendor shall be and remain, in compliance with all current E-Rate program guidelines established by the Federal Communications Committee (FCC). This procurement is entirely contingent upon available funding from the Federal E-Rate Program (Schools and Libraries Division) and the District may or may not undertake the procurement at its sole discretion.
2. **Delivery.** The Goods shall be delivered by Seller at Seller’s sole expense (“Delivery”) pursuant to the terms of the Purchase Order attached hereto as **Exhibit “C”**. Packing slips must accompany all shipments. Seller shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Seller delivers in excess of the quantities specified herein, the Buyer shall not be required to make any payment for the excess equipment, materials, or supplies, and may return them to Seller at Seller’s expense or utilize any other rights available to the Buyer at law or in equity. The risk of loss or damage to the Goods shall not pass to buyer until buyer receives physical possession of the Goods.
3. **Compensation and Payment.** Buyer agrees to pay Seller for Goods satisfactorily provided under this Contract a total fee of _____ Dollars (\$ _____) or from time to time on the same terms as the Purchase Order attached hereto as **Exhibit “B”** in the event that the Buyer’s duly authorized representative issues a purchase order to the Seller (collectively, the “Contract Price”). Payment for the Goods shall be made for all undisputed amounts within thirty (30) days after the Seller submits an itemized invoice to the Buyer for Goods actually and satisfactorily provided under this Contract and after the later of the following two events: (i) the date of acceptance of Goods; or (ii) receipt of an undisputed invoice.

Pursuant to Civil Code Section 1671 and Cal. U. Com. Code Section 2718, subd. (a), because it would be impracticable or extremely difficult to fix the actual value of damages to Buyer if Seller failed to timely deliver the Goods within the Contract Time, it has been agreed upon by the Parties that Seller shall pay Buyer liquidated damages of two hundred and fifty Dollars **(\$250) per day as liquidated damages for each and every day’s delay beyond the time herein prescribed for Delivery under the Contract Time**, which represents the result of a reasonable endeavor by the Parties to estimate a fair average compensation for any loss that may be sustained by Buyer if it is deprived of the beneficial use and enjoyment of the Goods to further its educational and governmental mission, and, as such, this amount is not intended to be a penalty in any manner whatsoever.
4. **Entire Contract.** This Contract including the Terms and Conditions attached hereto set forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties’ mutual consent.
5. **Notices and Communications.** Notices and communications between the Parties may be sent to the following addresses:

Buyer:
 Alejandro Flores
 Deputy Superintendent
 Rowland Unified School District
 1830 S. Nogales Street
 Rowland Heights, CA 91748
 E-mail: rmcleod@rowlandschools.org
 Tel. 626-854-8387

Seller:

 _____,
 ATTN: _____
 E-mail _____
 Telephone: _____

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

6. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

- Exhibit "B" ("Purchase Order) Exhibit "C" Terms and Conditions to Contract

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Seller certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: _____, 2024

Dated: _____, 2024

Rowland Unified School District

_____ [Seller]

By: _____

By: _____

Print Name: Alejandro Flores

Print Name: _____

Print Title: Deputy Superintendent

Print Title: _____

Information regarding Seller:

- Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation
 Limited Liability Company
 Other: _____

 Employer Identification and/or Social Security Number
NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

EXHIBIT "A.1"
PRODUCT DESCRIPTION

EXHIBIT "B"
RUSD – PURCHASE ORDER

EXHIBIT "C"

Terms and Conditions to Purchase Order / Agreement for Sale of Equipment, Materials, or Supplies

1. **Parties.** Vendor also known as "Seller" and **Rowland Unified School District** also known as "Buyer" or "District".
2. **Freight Terms.**
All prices shall be quoted F.O.B. destination, unpacked, assembled (if necessary) to the designated site(s) at the time of order. No additional freight, drayage or labor charges will be permitted. All cartons and other packaging materials to be removed from the site by the Seller or his agents.
3. **Shipments.**
All line items shall be delivered to the District's warehouse, complete as requested in one shipment. Partial line item delivery shall not be accepted without prior consent. Payment for partial line items shall be delayed until the complete quantity has been received at the District's warehouse. NOTE: This does not mean that the District will not accept a partial purchase order delivery, as long as the total quantity requested for each line item is included in the shipment.
4. **Marking of Packages.**
Each package contained in each shipment shall be clearly marked with the District purchase order number. Failure to mark the packages may delay District acceptance and payment for the shipment. Each package shall be marked with the sequential package number of threat shipment with the first package being marked Number 1, and PACKING SLIP ENCLOSED.
5. **Inspection, Acceptance, and Rejection.**
 - a. Seller and its subcontractors will provide and maintain a quality assurance system acceptable to the Buyer covering the Goods and will tender to the Buyer only those Goods that have been inspected and found to conform to this Contract's requirements. Seller will keep records evidencing inspections and their result, and will make these records available to the Buyer during Contract performance and for three years after final payment. Seller shall permit the Buyer to review procedures, practices, processes and related documents to determine the acceptability of Seller's quality assurance system or other business practices related to performance of the Contract.
 - b. All Goods may be subject to inspection and test by the Buyer or its authorized representatives.
 - c. Seller and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the Buyer. Seller shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
 - d. All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the Buyer at destination, notwithstanding any payment or inspection at source.
 - e. Buyer shall give written notice of rejection of equipment, materials, or supplies delivered or services performed hereunder within a reasonable time after receipt of such equipment, materials, or supplies. Such notice of rejection will state the respects in which the equipment, materials, or supplies do not substantially conform to the specifications of the Goods. If the Buyer does not provide such notice of rejection within thirty (30) days of delivery, such equipment, materials, or supplies will be deemed to have been accepted. Acceptance by the Buyer will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the Buyer might have at law or by express reservation in this Contract with respect to any nonconformity.
6. **Warranties.**
 - a. Warranty of Supplies of a Noncomplex Nature (Note-Intended to Implement terms substantially similar to 48 C.F.R. section 52.246-17 [UPDATED JUNE 2003])
 - i. Definitions. As used in this section entitled *Warranty of Supplies of a Noncomplex Nature* of the Article entitled *Warranties*
 - (1) Acceptance means the act of an authorized representative of the Buyer by which the Buyer assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.
 - (2) Supplies means the end items furnished by the Seller and related services required under this contract. The word does not include "data."
 - ii. Seller's obligations.
 - (1) Notwithstanding inspection and acceptance by the Buyer of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Seller warrants that for five (5) years after delivery ("Warranty Period")
 - a. All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and
 - b. The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

- (2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Seller. However, the Seller's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Seller's plant, and return.
 - (3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to the Warranty Period and shall run from the date of delivery of the corrected or replaced supplies.
- iii. Remedies available to the Buyer.
- (1) Buyer shall give written notice to the Seller of any breach of warranty within 45 days after discovery of the defect.
 - (2) Within a reasonable time after the notice, the Buyer may either—
 - (3) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this Contract; or
 - (4) Retain such supplies and reduce the Contract Price by an amount equitable under the circumstances.
 - (5) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract.
 - a. The Buyer may, for sampling purposes, group any supplies delivered under this contract;
 - b. Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;
 - c. May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and
 - d. Need not use the same lot size as on original inspection or reconstitute the original inspection lots.
 - (6) Within a reasonable time after notice of any breach of the warranties specified above, the Buyer may exercise one or more of the following options:
 - a. Require an equitable adjustment in the Contract Price for any group of supplies.
 - b. Screen the supplies grouped for warranty action under this clause at the Seller's expense and return all nonconforming supplies to the Seller for correction or replacement.
 - c. Require the Seller to screen the supplies at locations designated by the Buyer within the jurisdictional boundaries of the District and to correct or replace all nonconforming supplies.
 - d. Return the supplies grouped for warranty action under this clause to the Seller (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.
 - (7) The Buyer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Seller the cost occasioned to the Buyer thereby if the Seller:
 - a. Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or
 - b. Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Buyer may authorize in writing) after receipt of notice from the Buyer specifying such failure.
 - (8) Instead of correction or replacement by the Buyer, the Buyer may require an equitable adjustment of the Contract Price. In addition, if the Seller fails to furnish timely disposition instructions, the Buyer may dispose of the nonconforming supplies for the Seller's account in a reasonable manner. The Buyer is entitled to reimbursement from the Seller, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.
 - (9) The rights and remedies of the Buyer provided in this section entitled Warranties are in addition to and do not limit any rights afforded to the Buyer by any other clause of this Contract.
- b. Supplement to Section Entitled Warranty of Supplies of a Noncomplex Nature (Note-Intended to Implement terms substantially similar to California Multiple Award Schedules (CMAS) General Terms and Conditions for Non-Information Technology Services section entitled CMAS-WARRANTY)
- i. Unless otherwise specified, the warranties contained in this contract begin after acceptance has occurred.
 - (1) Seller warrants goods furnished hereunder will conform to the requirements of this Contract.
 - (2) All warranties, including special warranties specified elsewhere herein, shall inure to the Buyer, its successors, assigns, customer agencies and users of the goods.

7. **Disputes.**

- a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Seller shall submit to the District's Superintendent or designee a written demand for a final decision regarding the disposition of any

- dispute between the parties arising under, related to or involving this Contract, unless the District, on its own initiative, has already rendered such a final decision. Seller's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Seller shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Seller believes the District is liable.
- b. Pending the final resolution of any dispute arising under, related to or involving this Contract, Seller agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the District's instructions. Seller's failure to diligently proceed in accordance with the District's instructions shall be considered a material breach of this Contract.
 - c. Any final decision of the District shall be expressly identified as such, shall be in writing, and shall be signed by the District Superintendent or designee. If the District fails to render a final decision within 90 days after receipt of Seller's demand, it shall be deemed a final decision adverse to Seller's contentions. The District's final decision shall be conclusive and binding regarding the dispute unless Seller commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
8. **Termination.** If Seller fails to perform the Contract and Seller's duties to the satisfaction of the Buyer, or if Seller fails to fulfill in a timely and professional manner Seller's obligations under this Contract, or if Seller violates any of the Terms or Provisions of this Contract, the Buyer shall have the right to terminate this Contract effective immediately upon the Buyer giving written notice thereof to the Seller. Buyer shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
 9. **Assignment of Contract.** Seller shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the Buyer.
 10. **Time is of the Essence.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
 11. **Delivery and Installation Charges**
 - a. Seller is cautioned to bid on the full and complete cost of each item.
 - b. Seller must establish a dedicated project manager to coordinate all aspects of this delivery.
 - c. Seller must coordinate all deliveries with freight carriers, expedite factory ship dates and verify project status with customer two weeks prior to shipment. The District is not responsible to monitor freight deliveries.
 - d. Seller must provide follow-up reports, on a bi-weekly basis, regarding damage replacements, returns, credits and freight claims. Seller is responsible for all freight claim issues. The District is not responsible for any additional charges due to freight damage replacements.
 12. **Force Majeure Clause.** Seller shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the Buyer, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Seller.
 13. **Indemnification / Hold-Harmless.** To the furthest extent permitted by California law, Seller shall defend, indemnify, and hold harmless the Buyer, its agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The Buyer shall have the right to accept or reject any legal representation that Seller proposes to defend the Buyer.
 14. **Permits and Licenses.** Seller and all of its employees, agents, and subcontractors shall secure and maintain in force, at Seller's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Contract herein listed.
 15. **Independent Contractor Status.** While engaged in carrying out the Contract, the Seller is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the Buyer. Seller shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Seller shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
 16. **Anti-Discrimination Policy.** It is the policy of the Buyer that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, and therefore the Seller agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with

Government Code Section 12900 and Labor Code Section 1735. In addition, the Seller agrees to require like compliance by all its subcontractor(s).

17. **Compliance with Laws.** Seller shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Contract as indicated or specified. If Seller observes that any of the work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Seller shall notify the Buyer, in writing, and, at the sole option of the Buyer, any necessary changes to the scope of the Contract shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Seller's receipt of a written termination notice from the Buyer. If Seller performs any work of the Contract that is in violation of any laws, ordinances, rules or regulations, without first notifying the Buyer of the violation, Seller shall bear all costs arising therefrom.
18. **Anti-Trust Claim.** Seller and its subcontractor(s) agree to assign to the Buyer all rights, title, and interest in and to all causes of action they 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, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the Buyer tenders final payment to the Seller, without further acknowledgment by the Parties.
19. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the Buyer's administration office is located.
20. **Provisions Required by Law to be Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
21. **Binding Contract.** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
22. **Buyer Non-Waiver.** Buyer's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
23. **Invalid Term.** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

Exhibit E

**Internal Connections Acquisition – Category II
(Edge Switches)
E-rate Funding Year 2024**

RFP/Q # 2023-24 (E7)

**NON-COLLUSION DECLARATION
PUBLIC CONTRACT CODE § 7106**

TO BE EXECUTED BY VENDOR/PROPOSER

State of California)
) ss.
County of _____)

I, _____, in my position as _____
of _____, the party making the foregoing bid/proposal, declare that the bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid/proposal is genuine and not collusive or sham; that the bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to put in a false or sham bid/proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder/proposer or anyone else to put in a sham bid/proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid/proposal price of the bidder/proposer or any other bidder/proposer, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder/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 bid/proposal are true; and, further, that the bidder/proposer has not, directly or indirectly, submitted his or her bid/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, bid/proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid/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 _____, 2024, at _____, California.
(City)

(Signature of Bidder/Person Submitting Proposal)

Exhibit F

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

1. Bidder’s Total Base Bid is less than one million dollars (\$1,000,000).

OR

2. Bidder’s Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

3. Bidder’s Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Exhibit G**REQUEST FOR SUBSTITUTION DISTRICT GUIDELINES**

1. Any Bidder may submit Request for Substitution on the form provided herein, together with all substantiating data, and a side-by-side comparison no later than **Fourteen (14)** days prior to the scheduled closing time for receipt of the Bid Proposals, in accordance with Public Contract Code §3400. Bidder must use the District Substitution Form or will be deemed non-responsive and the proposal will be rejected.
2. Items must conform to given specifications or brands requested and must be provided free of cost for evaluation purposes. Failure to follow this procedure and to provide the sample will result in a non-responsive proposal.
3. Items not manufactured in the USA must be noted on the Substitution Form. Bidder must disclose if prices are based on close-out specials or manufacturer's overruns.
4. The District shall use its best efforts to consider and act upon such Request for Substitution in a timely fashion. Actions taken, if any, concerning the Request for Substitution will be by written addendum issued by the District, a copy of which will be sent to each Bidder. In the absence of written addendum, the Request for Substitution shall be deemed denied for purposes of the District's evaluation of the Bid Proposals and award of the Contract.

Rosana McLeod

Director of Purchasing

NOTE: District must receive any request for substitution a minimum of **FOURTEEN (14)** calendar days prior to the date of bid opening.

Exhibit H

Substitution Request Form*

Specified Item	Requested Substituted Item	Agree to Provide Specific Item in the Event Request is Denied (circle one)		District Decision (circle one)	
		Yes	No	Grant	Deny
1)		Yes	No	Grant	Deny
2)		Yes	No	Grant	Deny
3)		Yes	No	Grant	Deny

This Substitution Request Form must be accompanied by evidence as to whether the proposed substitution (1) is equal in quality to the specified item; (2) will entail no change to existing processes; (3) will be acceptable in consideration of the required needs; (4) will provide no cost disadvantage to the District; and (5) will provide adequacy and availability of inventory.

Name of Bidder: _____

By: _____

Date: _____

District Authorization (Name): _____

By: _____ Date: _____

NOTE: Bidder must state whether bidder will provide the Specified Item in the event that District denies the request for substitution. If bidder states that bidder will not provide the Specified Item in the event their request for substitution is denied, bidder's bid will be considered non responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for substitution is denied, bidder shall execute the Agreement and provide such Specified Item(s) and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bond will be forfeited. Make additional copies as necessary but all forms must be included and signed.

NOTE: District must receive any request for substitution a minimum of **FOURTEEN (14) calendar days prior to the date of bid opening.**

Exhibit I

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- The undersigned is a representative of the Contractor,
- The undersigned is familiar with the facts herein certified and acknowledged,
- The undersigned is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement undersigned is certifying the following items.

Russian Sanctions Certification

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; “**Federal Order**”) imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; “**State Order**”).

The District requires the Contractor, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm’s contract with the District has a cumulative value of \$5 million or more, your certification here constitutes your written response to the District, indicating:

(1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT