



FRESNO UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSAL

RFP # 27-08

FCC Form 470 #270000507

NETWORK EQUIPMENT FOR INTERNAL CONNECTIONS

Federal Funding Involved

SPECIAL NOTICE:

Inquiries: Any questions regarding this RFP or selection process must be directed solely to the Buyer through the online bidding portal “clarifications tab”. Submitters inclusive of any perspective team members and their employees or others who may be involved or engaged in the work and contract following this solicitation are requested not to contact FUSD, Board members, or District staff other than the Buyer in connection with this selection process or their interest in it. Any submitters who violate this request may be disqualified from further consideration.

STAY INFORMED!

If you are interested in submitting to this RFP, or just want to stay informed about this or future opportunities from us please create a free account and register at:

<https://fresnousedpurchasing.procurement.com/home>

FRESNO UNIFIED SCHOOL DISTRICT
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FRESNO UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL

RFP # 27-08

Network Equipment for Internal Connections

NOTICE OF INVITATION

Notice is hereby given that the governing board (“BOARD”) of Fresno Unified School DISTRICT (DISTRICT) will receive sealed responses for **RFP # 27-08, Network Equipment for Internal Connections**. This solicitation includes network switches and VoIP Phones.

A MANDATORY Virtual Pre-proposal conference is scheduled Wednesday, September 16, 2026 at 10:00 AM. Contractors interested in responding to this RFP must attend in order to have their proposal accepted as responsive. The virtual Pre-Proposal conference will be hosted via Microsoft Teams with options to join in online or over the phone. Instructions are posted on Procureware.

Proposals will be received prior to **2:00 P.M.** on **October 2, 2026** on Procureware, the DISTRICT’s online purchasing portal **<https://fresnousedpurchasing.procureware.com/home>**. Proposals received later than the designated time and date will not be accepted. Facsimile (FAX) or e-mailed copies of submittals will not be accepted.

Fresno Unified School DISTRICT reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality or irregularity in the RFP process.

Copies of the RFP documents may be downloaded from Procureware at: **<https://fresnousedpurchasing.procureware.com/home>**. Refer any questions to Sarah Garcia, Buyer II at 559-457-3581.

(2 CFR 200.320(b)(2)(i)) Published dates: September 2, 2026
September 9, 2026

I. DESIRED SERVICES

Fresno Unified School District (District) has initiated this RFP # 27-08 to purchase new network equipment for internal connections.

Equipment: This equipment request includes network switches and VoIP Phones. (see Attachment “A” for Bill of Materials “BOM”). This entire project will be awarded to a single vendor. Any proposals providing pricing for only part of the BOM will be rejected as non-responsive.

The district desires for all Manufacturer’s warranties of up to three years to be bundled into the price of the product. Any unbundled warranty offering must be identified, and pricing submitted as a separate line item on the quote. In each section, the bidder must include a detailed description of the warranties offered, duration of warranties, and identify as bundled or unbundled.

SPECIAL NOTE: All quoted prices are binding and will not change regardless of supply change challenges or future trade conditions. The Network Equipment for Internal Connections RFP will include all pertinent equipment costs, licensing, warranty, guarantees, etc.

Project Funding: A major portion of the funding for this project is expected to come from the Federal Communications Commission “E-Rate” Universal Service Fund program, which is administered by the Schools and Libraries Division (SLD). The percentage of Federal E-Rate funding for this contract is approximately Eighty-Five (85%) percent for category 2 eligible products and services and approximately Ninety (90%) percent for category 1 eligible products and services.

Prices must be held firm for the duration of the E-Rate Funding Year 2027/2028 ending September 30, 2028, or until all work associated with the project is complete (including any SLD approved extensions).

Depending on the date the Funding Commitment Decision Letter (FCDL) is issued by the SLD, it may be necessary for the district to order critical equipment prior to the receipt of the FCDL. Even in the event of a late FCDL, the vendor is responsible for invoicing the E-Rate funded amount via the FCC Form 474 (SPI Form) and then issuing a credit or refund to the district for any costs incurred by the district prior to issuance of the FCDL. This requirement will only apply to E-rate eligible equipment and services.

VENDOR REQUIREMENTS

In addition to other vendor requirements occurring elsewhere in this RFP Request, vendors must meet the following criteria:

- Prospective vendors must be current Original Equipment Manufacturers (“OEM”) certified and OEM recognized channel partners at the levels necessary to sell the equipment for each of the respective OEMs for the equipment proposed in their response to this RFP. Vendors must be able to fulfill complete order in one single delivery based on their manufacturer partner status and line of credit with the manufacturer.
- Vendor shall certify that it is an OEM authorized channel partner as of the date of the submission of their offer, and that it has the certification/specialization level required by the OEM to support both the product sale and product pricing, in accordance with the applicable OEM certification/specialization requirements. Unless otherwise specified, Vendor shall warrant that the products are new and in their original box. The Vendor confirms to have sourced all OEM products submitted in this offer from OEM or through OEM authorized channels only, in accordance with all applicable laws and current OEM applicable policies at the time of purchase.

Billing – The successful bidder must be registered and able to fully participate in the E-Rate program billing requirements (e.g., have a SPIN number) and expect to receive reimbursement from the School and Libraries Division (E-Rate) for the District’s E-Rate funding commitment. Awarded vendor will be required to utilize FCC

Form 474 (Service Provider Invoice Process). FUSD will not participate in the FCC Form 472 (Billed Entity Applicant Reimbursement) process.

II. METHOD OF AWARD

Contract will be awarded to the respondent that provides Best Value to the District based on scoring of the following factors:

1. **Cost of Eligible Goods and Services – 40 points**
 - a. Lowest bid will receive 40-points. Other bids will be assigned points by dividing the lowest bid by next bid to achieve a percentage of the 40 available points ($\$100/\$110 = .90 \times 40\text{-points} = 36\text{-points}$)
2. **Total Cost of Ownership to District – 35 points**
 - a. This criterion includes the total costs to the organization associated with products over their life cycle. This criterion includes factors such as solution design, deployment, conversion, maintenance, warranty; staff expertise, training, capacity, time; ITIL service attributes like quality, availability, reliability; fidelity with enterprise architecture; etc.
3. **Demonstrated ability to meet the “single order” requirement stated in “Vendor Requirements” (letter from manufacturer) – 10 points**
4. **Industry Standing of Vendor, Experience, References – 10 points**
5. **Financial Stability of Vendor and OEM – 5 points**
 - a. Must submit Dun & Bradstreet report or audited financial statement.

III. RFP INSTRUCTIONS

1. **RFP Submittal.** The proposer’s RFP submittal shall include the information/documentation addressing each of the minimum requirements outlined in the RFP INSTRUCTIONS and RFP CONTENT REQUIREMENTS. Proposals will be evaluated on **100 possible points** based on Cost, Product Specifications, Vendor Experience, and Financial Stability.

Please submit proposal in accordance with all conditions and specifications herein.

Before submitting an RFP, each CONTRACTOR is expected to thoroughly examine specifications, instructions, and all other related contractual documents included in the RFP, including subsequent amendments to the RFP, if any. Failure to do so will be at the CONTRACTOR’s risk and will not bar the CONTRACTOR’s obligation to perform. The submission of a proposal shall be taken as prima facie evidence of compliance with all Articles of this RFP.

2. **Mandatory Pre-Proposal Conference.** CONTRACTORs interested in responding to this RFP must attend the Virtual Pre-Proposal Conference call in order to have their proposal accepted as responsive. In order to have questions addressed at the Pre-Proposal Conference, CONTRACTORs must submit questions in writing 48-hours prior to conference. Questions must be submitted in Procureware.

Final questions regarding this RFP are to be submitted in Procureware. Questions must be submitted by 5:00 P.M. on September 18, 2026, to allow sufficient time for release of any final addendum prior to the RFP closing date and time. The DISTRICT will distribute to all CONTRACTORs the questions and answers by addendum as deemed appropriate.

In order to control information disseminated and protect the integrity of the RFP process, CONTRACTORs interested in submitting responses are directed not to make personal contact with members of the governing Board, DISTRICT Administration, or staff.

3. **Proposals.** RFP Submittals must be received prior to the date and time identified in the Notice of Invitation. Facsimile (FAX) or e-mailed copies of submittals will not be accepted.

Respondents shall submit proposals on our online bidding portal Procureware; <https://fresnoudpurchasing.procureware.com/home>.

If a CONTRACTOR desires an explanation of any kind regarding provisions of the RFP, the CONTRACTOR must make a written request for such explanation. Questions must be submitted using the online clarifications tab within the RFP opportunity on Procureware, the DISTRICT's online bidding portal, by the date identified in the Tentative "RFP" and Contract Award Timeline to allow sufficient time for a reply to reach all CONTRACTORS involved in this RFP. Responses to questions will be distributed to all proponents via addendum.

The DISTRICT reserves the right to request information for clarification of the information submitted and request additional information from any CONTRACTOR in determining the most responsive, responsible proposal that best meets the DISTRICT's desired services or products.

The DISTRICT reserves the right to conduct discussions with any or all CONTRACTORS, but may, at its sole discretion, elect to conduct interviews with highest ranking CONTRACTOR(s).

4. **Accept or Reject Proposal.** The DISTRICT reserves the right to accept or reject any or all proposals or to negotiate with any or all responsible parties submitting a response to this RFP, and to waive any informality in the RFP process. The cost for developing responses to this RFP are entirely the responsibility of the CONTRACTOR and shall not be chargeable to the DISTRICT.

5. **Name and Nature of Proposer's legal Entity.** The proposer(s) shall specify in the proposal and in the bond, if bond is required, the legal name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The RFP shall be signed under the correct CONTRACTOR's name by an authorized officer.

6. **Tentative Timeline.**

<u>RFP Schedule of Events</u>	<u>Dates</u>
RFP release date/Form 470 Filing	9/2/2026
MANDATORY Pre-Proposal conference	9/16/2026 at 10:00 AM
Deadline to receive final questions	9/18/2026 at 5:00 PM
Last Day for Addendum	9/25/2026
Proposal due date	10/2/2026, prior to 2:00 pm
Evaluation of Proposals	10/5/2026 – 10/9/2026
Anticipated Board Award Date	November 18, 2026

7. **Withdraw of Proposals.** Proposals may be withdrawn by the respondents prior to the time fixed for the opening of the proposals but may not be withdrawn for a period of ninety (90) days after the opening of proposals. A successful CONTRACTOR shall not be relieved of the proposal submitted without the DISTRICT's consent or CONTRACTOR's recourse to public Contract Code Sections 5100 et. seq.

8. **Exceptions.** All exceptions which are taken in response to this RFP must be stated clearly. The failure to identify exceptions/deviations will constitute an acceptance by the CONTRACTOR of the RFP as proposed by the DISTRICT. The DISTRICT reserves the right to reject an RFP containing any deviations, including but not limited to exceptions, additions, qualifiers, or conditions. The taking of RFP exceptions or providing false, incomplete, or unresponsive statements may result in the disqualification of the proposal. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any RFP exceptions or additional conditions requested after RFP closure, which are not detailed within the RFP response, may result in disqualification of the proposal.

9. **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, waste, or abuse 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.

10. **Prohibited Interests/Conflict of Interest.** CONTRACTOR 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 CONTRACTORS 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. An officer shall not be deemed to be interested in a contract entered into by the Board if the officer has only a "remote interest" in the contract (as "remote interest" is defined in Government Code section 1091(b)) and if the fact of that interest is disclosed to the Board and noted in its official records, and thereafter the Board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the officer's vote with the remote interest per Government Code 1091.

11. **Public Records Act.** The RFP may be regarded as public records and subject to public records request in accordance with Government Code 6252, with the exception of those elements in each proposal which are defined by the Respondent as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The DISTRICT shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the DISTRICT may not be in a position to establish that the information that a Respondent submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the DISTRICT will provide the Respondent who submitted the information with reasonable notice to allow the Respondent to seek protection from disclosure by a court of competent jurisdiction. All information, written, oral, electronic, or otherwise prepared or furnished to the DISTRICT by Respondent shall become the property of the DISTRICT and may be used as it deems appropriate.

12. **Restriction on Disclosure and use of Data.** Any portion of the RFP that the CONTRACTOR considers confidential or proprietary information, or to contain trade secrets of CONTRACTOR, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the DISTRICT with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to release of any information requested under the Public Information Act.

IV. GENERAL TERMS AND CONDITIONS

PROPOSALS. To receive consideration, proposals shall be developed in accordance with the following terms:

1. DEFINITIONS

District, Fresno Unified School District, Board of Education.

Best Value, A selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

Contract means, for the purpose of Federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award. For additional information on subrecipient and CONTRACTOR determinations, see [§ 200.331](#).

Contractor means, an entity that receives a contract as defined in this section

Responsible, a bidding party possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the contract being solicited by proposal.

Responsive, an RFP which meets all of the specifications set forth in the request for proposal.

2. **THE PROPOSAL** – If applicable by inclusion of a proposal form, 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 RFPs will not be accepted.

3. **AMENDMENTS** – Contractors are advised that the District reserves the right to amend the requirements of the Bid prior to the date set for opening of proposals. Such revisions will be provided by addendum through Procureware. If the change is of such nature that additional time is required for Contractors to prepare their Bids, the date for receipt of Bids will be changed and all Contractors will be notified of the new due date and time in writing through an addendum.

Contractors must acknowledge receipt of addendums to the Bid in Procureware.

4. **ACCEPTANCE OR REJECTION OF PROPOSALS** – The DISTRICT may purchase an individual item or combination of items, whichever is in the best interest of the DISTRICT, provided also that CONTRACTOR(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 proposal. Proposals shall remain open and valid and subject to acceptance for ninety (90) calendar days after the RFP opening.

5. **INSURANCE** – Without limiting "CONTRACTOR" indemnification, it is agreed that "CONTRACTOR" shall secure and maintain in force during the term of this Agreement. A Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million (\$2,000,000) dollars per occurrence, four million (\$4,000,000) annual SCHEDULE limit. Business automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than two million (\$2,000,000) dollars per occurrence. In the event "CONTRACTOR" is working with students individually or providing professional services to students, "CONTRACTOR" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "CONTRACTOR'S" Commercial

General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the abuse and molestation policy shall be not less than \$2,000,000 per claim and \$4,000,000 Schedule. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by DISTRICT. The DISTRICT may require “CONTRACTOR” to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the DISTRICT. The DISTRICT shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to the Agreement as proof of insurance. The “CONTRACTOR” policy shall provide that it is primary such that insurance maintained by the DISTRICT, if any, shall be excess and not co-primary. “CONTRACTOR” shall produce the policy for DISTRICT, upon request.

6. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful proposer(s) shall render invoices electronically sent to invoices@fresnounified.org. Invoices shall be submitted under the same CONTRACTOR’s name as shown on the RFP. The successful CONTRACTOR(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.

7. **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 CONTRACTORS only when their permit number is shown on both their proposal and invoices. The successful CONTRACTOR(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.

8. **BRAND NAME AND NUMBER** – The CONTRACTOR(s) shall state the brand name and number in the field provided on the pricing form. If none is indicated, it shall be understood that the CONTRACTOR is quoting on the exact brand name and number specified in the RFP specifications. Should any item for which proposals are requested by patented, or otherwise protected or designated by the particular name of the maker and the CONTRACTOR 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.

9. **SAMPLES** – Samples for evaluating substitutions to products specified in the RFP shall be furnished free of cost to the DISTRICT after the RFP opening. If requested, they are to be sent within seven (7) days to the Purchasing Department, 4498 N. Brawley Avenue, Fresno, California, 93722. The DISTRICT reserves the right to reject the RFP of any CONTRACTOR failing to submit samples as requested. Sample boxes must be plainly marked with name of CONTRACTOR, RFP number, date of the RFP opening, CONTRACTORS product number and RFP line item. Samples of the successful CONTRACTOR(s) may be retained for comparison with deliveries. CONTRACTOR(s) (or their agent) hereby assume all risks of loss or damage to samples whatever the cause. Samples shall be a representative of the exact item to be provided during the contract period.

10. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** – The successful CONTRACTOR(s) shall furnish and deliver the quantities as required by the DISTRICT. All materials, supplies or services furnished under the contract shall be in accordance with the RFP specifications. In bidding, the CONTRACTOR(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.

11. **DISTRICT REQUIREMENTS** – The quantity shown is the estimate needed 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 RFP and required during the contract period shall be ordered and purchased from the successful CONTRACTOR(s) during such period. The DISTRICT shall have the right to place 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.

12. **ACCEPTANCE OR REJECTION OF PROPOSALS** – The DISTRICT may purchase an individual item or combination of items, whichever is in the best interest of the DISTRICT, provided also that CONTRACTOR(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 proposal. RFPs shall remain open and valid and subject to acceptance for ninety (90) calendar days after the RFP opening.

13. **RFP EXCEPTIONS** – All exceptions which are taken in response to this RFP must be stated clearly. The taking of RFP exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the proposal. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any RFP exceptions or additional conditions requested after RFP closure, which are not detailed within the RFP response, may result in disqualification of the proposal.

14. **AWARDS** – The DISTRICT reserves the right of determination that proposals meet or do not meet RFP specifications. Further, the Board of Education reserves the right to accept or reject any or all proposals and to waive any informality in the bidding.

15. **PROTEST PROCEDURE** – This DISTRICT review procedure must be followed by any CONTRACTOR who believes that a bid award recommendation is not consistent with DISTRICT regulations, the bid specifications, or in compliance with law:

- a. Protest on a RFP must be filed in writing with the Executive Director of Purchasing within two working days after receipt of the RFP summary and its recommendations are sent to the CONTRACTORS.
- b. Failure to file a timely RFP protest shall constitute a CONTRACTOR's waiver of the right to have the RFP award reviewed.
- c. The Executive Director of Purchasing will convene a meeting with the review requestor to attempt to resolve the problem.
- d. In the event the protest is not resolved, the protest will be referred to the Superintendent or his designee, normally the Chief Financial Officer.
- e. Should the protest not be resolved at this level, it shall be referred to the Board along with all documentation regarding the protest and the responses at each level.
- f. The Board will not act upon a protest until each of the proceeding steps has been exhausted.
- g. The Board's decisions shall be final.

16. **EXECUTION OF CONTRACT** – The Board of Education's acceptance of a proposal and the DISTRICT's issuance of an initial Purchase Order shall evidence the contractual agreement between the CONTRACTOR(s) and the DISTRICT, and the CONTRACTOR's acceptance of these RFP Instructions and Conditions. Multiple purchase orders may be issued against this RFP and no single purchase order will represent the total contract value.

17. **CONTRACT DOCUMENTS** – The Contract consists exclusively of the documents evidencing the agreement of the DISTRICT and CONTRACTOR, identified as the Contract Documents. The Contract Documents consist of the following documents:

- A. Notice of Invitation
- B. RFP Instructions
- C. Pricing form as submitted in the online bidding portal
- D. Noncollusion Declaration,
- E. Student Safety Declaration
- F. No Prohibited Interest/Conflict of Interest Declaration
- G. Certificate Regarding Lobbying, Disclosure of Lobbying Activities
- H. Certifications to be Completed by Contractor
- I. E-Rate Supplemental Terms and Conditions
- J. Specifications
- K. Agreement
- L. General Conditions
- M. Special Conditions
- N. and all RFP modifications, addenda, bulletins, and amendments

18. **DELIVERY** – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful CONTRACTOR(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 RFP form. Each item shall be securely and properly packed and clearly marked as to its contents. All shipments shall be accompanied by a packing slip and the DISTRICT purchase order number shall appear on all cases and packages.

19. **MATERIAL SAFETY DATA SHEETS** – For all products requiring a Safety Data Sheet the DISTRICT requires that a Safety Data Sheet accompanies all orders at the time of delivery.

20. **PUBLIC HEALTH AND SAFETY** - Contractor is responsible for complying with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to COVID-19, and/or any similar virus or derivative strain. Contractor shall ensure its employees are trained and knowledgeable of all of these requirements to ensure full compliance.

21. **INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives (“Indemnities”) free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively “Loss”) to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor’s use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract (“Indemnification”); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor’s Indemnification includes, but is not limited to, the payment of all damages and attorney’s fees, fines, penalties and other related costs and expenses.

- a. The Contractor’s defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor’s own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
- b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse

Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

- c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

22. **DEFAULT BY CONTRACTOR** – The DISTRICT shall hold the CONTRACTOR(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 CONTRACTOR(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 RFP, the DISTRICT may, upon written notice to the CONTRACTOR, 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 CONTRACTOR. In selecting the lowest responsive and responsible CONTRACTOR, consideration will be given not only to the financial standing but also to the general competency of the CONTRACTOR for the performance of the Contract. By submitting a proposal, each CONTRACTOR agrees that the DISTRICT, in determining the successful CONTRACTOR and its eligibility for the award, may consider the CONTRACTOR's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the CONTRACTOR's performance of the Contract. 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 CONTRACTOR or deducted from any funds due the CONTRACTOR.

A. MISCELLANEOUS CONTRACT PROVISIONS:

- 1) **Assignment of Contracts** – The successful CONTRACTOR 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 performance bond (if one is required) and of the DISTRICT.
- 2) **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.
- 3) **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.
- 4) **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.
- 5) **Entire Agreement** – This proposal 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. Proposer, by the execution of his/her signature on the Proposal Signature Page Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions stated in the RFP.
- 6) **Notices** - Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.
- 7) **Non-Exclusive Contract**. Any resultant contract will be awarded with the understanding and agreement that it is for the sole convenience of the DISTRICT. The DISTRICT reserves the right to obtain like goods or services from another source when necessary.
- 8) **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.

- 9) **Hold Harmless Clause** – The successful proposer 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 injure 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 CONTRACTOR or CONTRACTOR'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.
- 10) **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 proposal shall conform to all applicable requirements of local, state, and federal law.
- 11) **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 or federal court located in Fresno County.
- 12) **Permits and Licenses** – The successful proposer(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.
- 13) **Independent CONTRACTOR** – While engaged in carrying out and complying with terms and conditions of the contract, the CONTRACTOR agrees by his/her signature on the RFP that he/she is an independent CONTRACTOR and not an officer, employee, or agent of the DISTRICT.
- 14) **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 race, color, ancestry, national origin, sex, or religious creed. Therefore, the CONTRACTOR 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 CONTRACTOR(s) agrees to require like compliance by all SUBCONTRACTORS employed on the work by him.
- 15) **Product Shortages** – If the successful CONTRACTOR 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.
- 16) **Termination with Cause** – The district reserves the right to terminate services if CONTRACTOR defaults in the performance of any of its duties or obligations under this Agreement, then the DISTRICT, by giving written notice of termination to the CONTRACTOR, terminate this Agreement as of a date specified in the notice of termination (the "Termination Date") such Termination Date being subsequent to the date of the notice of termination.
- 17) **Termination without Cause** – This Agreement may be terminated by the DISTRICT upon giving ninety (90) calendar days advance written notice of an intention to terminate.
- 18) **Fingerprinting.** All CONTRACTORs must comply with California Education Code sections 45122 through 45125.5. Every employee who will work at any site within Fresno Unified School DISTRICT must be fingerprinted by a law enforcement agency and pass a criminal background check conducted by the DOJ.

V. SPECIAL TERMS AND CONDITIONS

CONTRACT TERM AND PRICING - Products and services must be delivered before billing and E-rate discounting can commence. A PO will be issued as needed, and equipment cannot be delivered until on or after April 1, 2027.

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).

1. ESTIMATED USAGE - The quantities listed in the RFP are estimates only. It is not expressly implied nor guaranteed that the quantities shown will be used in the contract period, and as such, the right is reserved to order decreased or increased amounts from those listed, as may be required. Actual usage whether lesser or greater than estimated shall not affect the prices as bid and accepted by the DISTRICT.

2. OTHER PURCHASES - The DISTRICT reserves the right to purchase items that are needed by the DISTRICT from other than the awarded CONTRACTORS that are not readily available from the CONTRACTOR. The DISTRICT also reserves the right to acquire from other sources during the life of the contract such like items, as may be required for testing, evaluation, experiment, for special programs of an emergency nature, or whenever the successful CONTRACTOR cannot supply per conditions of Force Majeure Clause.

3. DELIVERY REQUIREMENTS AND LOCATIONS - Time is hereby declared to be of the essence in this contract. Time and manner of delivery are essential factors in proper performance under the contract to meet serving times. CONTRACTOR is required to ensure deliveries are made in adequate time.

Due care shall be exercised in packing, handling and shipping to assure arrival of the material at its final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the successful CONTRACTOR. A packing list must be included with each delivery.

The CONTRACTOR will be responsible for delivery F.O.B. to site listed on purchase orders. The product must be delivered in excellent condition to the locations specified by the DISTRICT in the RFP on or before delivery time as indicated.

The CONTRACTOR shall pay all costs, including drayage, freight, pallets and packaging which shall be included in the item unit cost. No separate charges for the preceding will be allowed nor paid by the DISTRICT and must include a detailed delivery/packing slip. All delivery and freight charges are to be included in the bid price.

4. ALTERNATE PRODUCTS - The specifications are not meant to be restrictive to a particular brand. The DISTRICT reserves the right to determine acceptable quality of products and reserves the right to waive any minor variations from specifications and to evaluate the proposal based on the determination of what is in the DISTRICT's best interest. The DISTRICT also reserves the right to reject any part of the proposal or the whole proposal.

5. FEDERAL PROVISIONS

A. SOURCING

a. **THE BUY AMERICAN PROVISION** – N/A

b. **DOMESTIC PREFERENCE 2 CFR § 200.322** Domestic preferences for procurements. (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber

B. THE CONTRACT PROVISIONS IN ACCORDANCE WITH 2 CFR PART 200 APPENDIX II

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in

the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. INVOICING - The billing period shall begin on the first day of each month and shall end on the last day of each month. Invoices must be submitted electronically in an excel spreadsheet and a hard copy to include the following information:

1. CONTRACTOR’s name, address, and telephone number
2. CONTRACTOR’s invoice number and date
3. DISTRICT’s assigned Purchase Order Number
4. Site’s name and address
5. Product Item Number
6. Quantity shipped for each item ordered
7. Product description
8. Unit price and extended price for each item on order
9. Total price of order/invoice

For prompt payment, billing must be accurate in all details (packing slip and invoices, and master RFP list line item product number, description, and cost). Invoices must be electronically submitted (e-mailed) to: invoices@fresnounified.org

The CONTRACTOR shall maintain adequate records of all purchases for a period of three (3) (CFR 200.334) years and shall fully cooperate with any and all audits by the DISTRICT or its agents.

In accordance with CFR 200.334 Retention requirements for records, if any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

7. CONTRACTOR'S REFUSAL OR FAILURE TO PROVIDE ACCURATE BILLINGS/INVOICES -

The DISTRICT reserves the right to withhold any disputed amounts and reduce orders until any and all billing issues are corrected if CONTRACTOR is unable or unwilling to provide accurate billings / invoices that match the Pricing Sheets description, product numbers, and unit pricing, additionally, quantities received must match quantities billed.

VI. EVALUATION PROCESS

Proposals must pass the criteria identified in this section along with other requirements set forth in this RFP to be considered responsive. [2 CFR 200.320(b)(2)(ii)]. Criteria established to ensure the successful supplier can meet the DISTRICT's need for:

A. Proposals will be evaluated on the criteria outlined in the table below. The highest cumulative point total scored by the evaluation committee will be the determination of CONTRACTOR ranking. CONTRACTOR with the highest cumulative total points will be the top CONTRACTOR.

B. The highest-ranking CONTRACTORs may be interviewed without bypassing any one CONTRACTOR with a higher score. No points will be assessed for interview process.

Evaluation Criteria	Points Awarded	Maximum Points
Cost of Goods and Services	Lowest bid will receive 40-points. Other bids will be assigned points by dividing the lowest bid by next bid to achieve a percentage of the 40 available points ($\$100/\$110 = .90 \times 40\text{-points} = 36\text{-points}$)	40
Total Cost of Ownership to District	This criterion includes the total costs to the organization associated with products over their life cycle. This criterion includes factors such as solution design, deployment, conversion, maintenance, warranty; staff expertise, training, capacity, time; ITIL service attributes like quality, availability, reliability; fidelity with enterprise architecture; etc.	35
Demonstrated ability to meet "single order" requirement	10 points issued if exceeds standards 5-9 points issued if meets standards 1-4 points issued if minimally meets standards 0 points issued if does not meet standards	10
Industry standing of Vendor, Experience, References	10 points issued if exceeds standards 5-9 points issued if meets standards 1-4 points issued if minimally meets standards 0 points issued if does not meet standards	10
Financial Stability of Vendor and OEM	Must submit Dun & Bradstreet report or audited financial statement.	5
Total		100 pts

SUBMITTAL CHECKLIST

The listed documents below are required to be provided as part of your submittal

Proposal in accordance with RFP Content Requirements

Request for References Form

Prime Point of Contact

Non-Collusion Declaration Form

No Prohibited Interest/Conflicts of Interest Declaration Form

Certifications To Be Completed by CONTRACTOR

Certification Regarding Lobbying

Student Safety Declaration Form

RFP Signature Page Form

E-rate Supplemental Terms and Conditions

Completed Attachment “A” Bill of Materials/Pricing Worksheet

Vendor quote for equipment listed on Bill of Materials (pricing should match Attachment “A”)

Dun and Bradstreet report or audited financial statement (This report or financial statement will be kept confidential)

Manufacturer letter confirming ability to fill order

Evidence of FCC Green-Light Status

SAMPLE AGREEMENT

THIS AGREEMENT dated as of _____, 2026 (“Effective Date”), is made and entered into by and between the Fresno Unified School DISTRICT (“DISTRICT”), and _____ (“CONTRACTOR”).

For the consideration stated below, DISTRICT and CONTRACTOR agree as follows:

The complete Agreement includes and incorporates by reference herein all of the “Contract Documents” as defined in the General Conditions which includes: the Agreement, all terms and conditions and provisions of **RFP # 27-08 Network Equipment for Internal Connections**, required forms, any appendix, schedules, or attachments, and all modifications, addenda, bulletins, and amendments.

1. CONTRACTOR was selected based on best value and passed all criteria elements set forth in the RFP. The fixed pricing awarded shall be delivered in a manner in strict accordance with all provisions of the complete Agreement as herein defined. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to fully complying with the requirements of the Contract Documents.

2. Each order placed by DISTRICT will include DISTRICT assigned Purchase order number, quantity, product description, and unit cost per fixed pricing awarded.

3. As full consideration for the faithful performance of this Agreement the, DISTRICT shall pay to CONTRACTOR, the rates provided in CONTRACTOR’s pricing submitted with its proposal minus any E-rate discounts. Payment terms shall be Net 30 for product satisfactorily provided. In the event any invoices do not match the pricing or quantities listed in the proposal, the DISTRICT reserves the right to withhold any disputed amounts until the billing issues are corrected. Schedules shall be updated as allowed per the RFP terms and conditions.

4. Products and services must be delivered before billing and E-rate discounting can commence. A PO will be issued as needed, and equipment cannot be delivered until on or after April 1, 2027.

5. 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).

6. During the term of this Agreement, including all renewal terms, CONTRACTOR shall maintain policies of insurance as required by the Contract Documents.

7. CONTRACTOR shall indemnify, hold harmless and defend DISTRICT, and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from CONTRACTOR’s work under this Agreement.

8. CONTRACTOR acknowledges that it is an independent CONTRACTOR and not an employee, agent, or representative of DISTRICT. CONTRACTOR acknowledges that it shall be solely responsible for and shall indemnify and hold DISTRICT harmless from all matters relating to payment of CONTRACTOR’S employees, SUBCONTRACTORS and others, including compliance with Social Security, withholding and all other laws and regulations governing such matters.

9. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. CONTRACTOR agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

10. Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

FRESNO UNIFIED SCHOOL

DISTRICT

AWARDED BY

{{Sig_es.:signer5:signature}} {{Dte_es.:signer5:date}}

Patrick Jensen

Date

Chief Financial Officer

CONTRACTOR

{{Sig_es.:signer1:signature}}

[Signatory Name]

Date {{Dte_es.:signer1:date}}

[Title]

NOTE: If the CONTRACTOR is a corporation, CONTRACTOR must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement.

Approved As to Form:

{{Sig_es.:signer3:signature}}

Stacey Sandoval, Executive Director
Risk Management

{{Dte_es.:signer3:date}}

Date

REQUEST FOR REFERENCES

RFP # 27-08, Network Equipment for Internal Connections

All Proposers shall submit with their proposal at least three (3) previous jobs of similar scope and size in the last five years. They must include a contact name and phone number for verification purposes. Failure to provide reference may result in your RFP being determined non-responsive.

1.		
	Owner/Company	Contact Person
	Address	Phone/Fax
	City, State, Zip	Contract Period
	Scope of Work	
2.		
	Owner/Company	Contact Person
	Address	Phone/Fax
	City, State, Zip	Contract Period
	Scope of Work	
3.		
	Owner/Company	Contact Person
	Address	Phone/Fax
	City, State, Zip	Contract Period
	Scope of Work	

PRIME POINT OF CONTACT

RFP # 27-08

Network Equipment for Internal Connections

Name of Company

Address

Signature

City

State

Zip Code

Type/Print Name

Phone Number

Fax Number

Title

Email Address

NON-COLLUSION DECLARATION
Public Contract Code section 7106

The undersigned declares:

I am the _____ [name/title]
of _____ [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 Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham bid. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham bid, or to refrain from bidding. The Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Respondent. All statements contained in the bid are true. The Respondent 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 Respondent 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 Respondent.

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 _____ [date], at
_____ [city], _____ [state].

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

NO PROHIBITED INTEREST/CONFLICTS OF INTEREST DECLARATION

I hereby certify and declare that the undersigned Respondent has reviewed and understands on page 4 of the RFP Instructions, Prohibited Interests/Conflicts of Interest, and that Respondent 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 Respondent 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 Article 10 of the RFP Instructions and thereby preclude Respondent from contracting with the Fresno Unified School DISTRICT. Respondent further understands that the provision of a bid/quote to Respondent 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 Respondent, 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 with Article 10 of the RFP Instructions relating to Prohibited Interests/Conflicts of Interest, Respondent understands that if Respondent is awarded the contract for this Project and a Prohibited Interests/Conflict of Interest is thereafter discovered which violates Article 10 of the RFP Instructions, Prohibited Interests/Conflicts of Interest, the contract between Respondent and Fresno Unified School DISTRICT may be void, and in such event Respondent 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) Respondent has reviewed all necessary documents and exercised all due diligence in determining that no Prohibited Interests/Conflicts of Interest exist as set forth above and as described in the RFP Instructions relating to Prohibited Interests/Conflicts of Interest, with respect to the undersigned Respondent, 2) I am authorized by Respondent to execute this form on Respondent’s behalf and to make the certifications contained herein, and 3) the representations and certifications set forth herein are true and correct.

Dated: _____

[Company Name]

[Name and Title of Respondent’s Representative]

[Signature]

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(Signature)

(Date)

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: a. bid/offer/application b. initial award c. post-award	Report Type: a. initial filing b. material change For material change only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional DISTRICT, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional DISTRICT, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

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:

He/she is a representative of the Contractor,

He/she is familiar with the facts herein certified and acknowledged,

He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing the Agreement and these Certifications he/she is certifying the following items.



Workers' Compensation (Labor Code Sections 1860-1861. In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.



Debarment. As required by Executive Order 12549, Debarment and Suspension, for participants or FIRMS in primary covered transactions:

A. The participant or FIRM'S certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the participant or FIRM is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.



Third Party Testing. The DISTRICT reserves the right, at CONTRACTOR's expense, to submit products for testing by a public laboratory of the DISTRICT's choice to determine wholesomeness and adherence to RFP specifications. Tests may include, but are not limited to: pathogen levels, content, weight, and other specification requirements.

If tests indicate that the samples have unsatisfactory pathogen levels or do not meet the contract specifications, the CONTRACTOR shall immediately pick up all of the remaining cases of that particular lot and issue a credit memo to the DISTRICT for the full value of the returned product or offer immediate replacement at no cost to the DISTRICT.

Reoccurring incidents of products not meeting minimum specifications and standards to the RFP, as determined by a public laboratory may be cause for default and consequently termination of this contract.

☐ 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 Contractor 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:

(2) 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: _____

Firm Name	Address
	City/State/Zip
Address of branch office used for this Project if applicable	City/State/Zip of branch office
If subsidiary, name of parent company	Address of parent company
	City/State/Zip of parent company

END OF CONTRACTOR CERTIFICATIONS

STUDENT SAFETY DECLARATION

Education Code Section 45125.2

I, _____ [name/title], declare as follows:

1. I am a representative of _____ [company], and am authorized to make this declaration on its behalf.
2. Pursuant to Education Code section 45125.2, I shall not permit any employee, agent, or subCONTRACTOR to have more than limited contact with pupils without taking protective steps as set forth in that section and this declaration.
3. I declare that I have taken one or more of the following protective measures pursuant to Education Code section 45125.2 and General Conditions Section 00 73 19:
 - a. Neither I, my employees, agents nor subCONTRACTORS will have more than limited contact with students.
 - b. I have installed or will install a physical barrier at the worksite such that no employee, agent or subCONTRACTOR will have more than limited contact with students.
 - c. An employee, agent or subCONTRACTOR will continually monitor and supervise all employee(s), agent(s) and subCONTRACTOR(s) who will have more than limited student contact. I will **have individual(s) processed through the DISTRICT** to submit fingerprints to the Department of Justice (DOJ) for the monitoring and supervisory of employee(s), agent(s), or subCONTRACTOR(s). I will not begin work on the job site until a DOJ cleared supervisor submitted through the DISTRICT is provided on the job site, and I certify that none of these supervisory employees, agents or subCONTRACTORS will have been convicted of a felony as defined in Education Code section 45122.1.

I know the above of my own personal knowledge and if called as a witness could competently testify thereto. I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed

on _____ [month/year], _____ [day], at _____ [city], California.

Name of CONTRACTOR

By: _____

RFP SIGNATURE PAGE FORM

RFP # 27-08

Network Equipment for Internal Connections

The undersigned, having carefully examined the RFP and all addenda, proposes, and agrees to be bound by all terms and conditions of the complete Contract Documents. I have thoroughly reviewed the Pricing Sheets for **RFP # 27-08, Network Equipment for Internal Connections** submitted herewith and agree to provide consistent with the terms of the RFP at the prices identified in the Pricing 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 RFP. Prices should be typed and shown as instructed on the RFP form for each item, in the amount of quantity specified in the RFP Pricing Sheet form. Errors may be crossed off and corrections made prior to RFP opening only and must be initialed in ink by the person signing this form.

Name of Company

Address

Signature

City

State

Zip Code

Print Name

Phone Number

Title

Email Address

Federal Tax ID #

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 the discount is based on the numbers of students eligible to receive free and reduced-price meals.

1) E-RATE CONTINGENCY

The project herein **(is/may be)** 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, 2027.

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 equipment or 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>.

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 2027 funding year (July 1, 2027). 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 the 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. 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.

8) TARIFFS

In anticipation of the possible tariff imposed on imported products, Applicant expects that the Service Provider will familiarize themselves with the impact that any unknown tariff(s) on manufacturer's products are appropriately accounted for in the respondent's fee proposal. The Applicant presumes a tariff will be imposed on any manufacturer's networking equipment manufactured abroad and will be applicable at the time of purchase throughout the term of any agreement resulting from this solicitation (including and mutually agreed upon extensions).

THE SERVICE PROVIDER IS TO IDENTIFY ANY TARIFFS WHEN COMPLETING ANY PRICING ATTACHMENTS AS PART OF THIS SOLICITATION AND IDENTIFY THE PRODUCTS' COUNTRY(IES) OF ORIGIN.

It is also the expectation of the Applicant that the presumed tariff should be LESS than what is identified or if it is not ultimately imposed upon the manufacturer's product, the cost saving will be passed along to the Applicant and, in turn, the FCC's E-Rate program. It should also be presumed by respondents that should any tariff imposed upon a particular manufacturer's product be higher than what was identified in the Service Provider's proposal at the time of purchase, the Applicant will appropriately compensate the service provider for the full cost incurred at the time of purchase without regard to E-Rate eligible invoices.

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: _____