Pittsburg Unified School District

2000 Railroad Ave.

Pittsburg, CA 94565

E-RATE REQUEST FOR PROPOSAL

NETWORK SWITCH INSTALLATION

PACKAGE FOR PROPOSAL #2027 Network Switch Installation

SUBMITTED BY _____

(COMPANY NAME)

NOTICE REQUESTING PROPOSALS

The Governing Board of the Pittsburg Unified School District of County, California, invites and will receive sealed proposals until **2:00 P.M.** on **December 8, 2026,** at the Pittsburg Unified School District, Facilities Department, 3200 Loveridge Road, Pittsburg, CA 94565, for the award of a contract, as follows:

NETWORK SWITCH INSTALLATION

Proposals must be submitted on forms prepared by the Pittsburg Unified School District, including all applicable forms detailed and contained in this package.

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NOTICE TO CONTRACTORS CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that the Pittsburg Unified School District of Contra Costa County, California, acting by and through its Governing Board, hereinafter referred to as the PUSD will receive up to, but not later than **2:00 o'clock P.M.** of the **8th day of December, 2026**, sealed proposals for the award of a contract for **Network Switch installation.**

Purpose: The Pittsburg Unified School District is soliciting proposals for replacement of network switch equipment (removal/disposal of old equipment, procurement/installation/configuration of new equipment) at school sites indicated on the List of Sites. The project consists of replacing existing network equipment at the schools with modern switches and supplying all termination equipment/connectors for a complete project for the listed sites. Existing network switches will be replaced with cloud managed network switch equipment. This Request for Proposals is to provide PUSD with a turnkey network switch installation service.

PLACE FOR SUBMITTING BIDS: Bids shall be received in the office of the Facilities Department of the Pittsburg Unified School District located at 3200 Loveridge Road. Pittsburg, CA 94565 not later than **2:00 o'clock P.M. of the 8th day of December 2026**.

Proposals received after the exact time and date noted will NOT be considered for the bid process.

REQUIREMENTS FOR BID: Bids must be submitted on the Bid Form provided by the District and included in the bid documents. Each bid must strictly conform with and be responsive to this Notice Inviting Bids, the Instructions for Bidders, and other Contract Documents. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding. Except as provided in Public Contract Code Section 5100 *et seq*., no bidder may withdraw a bid for a period of sixty (60) calendar days after the opening of the bids.

RFP Schedule

October 29, 2026 - RFP Released and Posted

November 9, 2026 - Question Deadline at 2:00 PM

November 10, 2026 – Questions and Answers posted in EPC

December 8, 2026 - RFP Closing - RFP Due at 2:00 PM (no public bid opening)

RFP/Bid Selection Before 471 filing date (approximately January 2027)

Purchase Orders Contingent on E-RATE Award and District approval

BIDDER'S CHECKLIST

PITTSBURG UNIFIED SCHOOL DISTRICT CONTRACT DOCUMENTS (Items checked are included in this bid package and must be returned and completed, if applicable, with the bid package)

- ☒ Notice to Bidders
- ☒ Instructions to Bidders
- ☒ Bidders Checklist
- ☒ Special Conditions
- ☒ General Conditions
- ☒ Specifications and Scope of Work
- ☒ Bid Security (Bond) (Must Be Included With Bid)
- ☒ Non-Collusion Affidavit (Must Be Notarized)
- ☒ Workers Compensation Certificate
- ☒ Proposal Form
- ☒ Cost Proposal
- ☒ Agreement Form
- ☒ Performance Bond
- ☒ Bid Addenda (if issued)
- ☒ Certificates of Insurance as required by General Conditions
- ☒ Required License (Copies of All Licenses)
- ☒ Form W-9; Request for Taxpayer I.D. Certification
- ☒ References For Comparable Projects
- ☒ Name, Address & Contact Information for the Cisco Channel Account Manager for Each of the Four Categories Detailed in the Specifications and Scope of Work
- ☒ E-RATE Supplemental Terms and Conditions

THIS CHECKLIST IS TO BE SUBMITTED WITH THE BID PACKAGE.

PROPOSAL FORM

Pittsburg Unified School District
Facilities Department
3200 Loveridge Rd.
Pittsburg, CA 94565

Re: Request for Proposal #2027 Network Switch Installation

To: Members of the Governing Board

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Proposers, Proposal Form, Instructions to Proposers, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the Proposal package for the above-referenced proposal; hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said proposal package. The entire proposal package is submitted, together with this Proposal Form.

Name of Company _____

Legal Status _____
(i.e., Sole Proprietorship, Partnership, Corporation)

Tax I.D. Number _____
(Sole Proprietorship only)

Service Provider Indent. No. (SPIN) _____

Address: _____

Authorized Representative:

_____
Signature (also sign page 52)

_____
Name (print or type)

_____
Title

"NON-COLLUSION AFFIDAVIT"

State of California]

County of _____] ss.

]

_____, being first duly sworn, deposes
(Name)

and says that he or she is _____
(Title)

of _____
(Name of Company)

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

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

Executed on _____, 20_____at _____ California.

_____
Signature

_____
Title

Attach Notary Certificate

BID BOND

Know All Men by These Present: that _____, as Principal, and _____, as Surety, are held and firmly bound unto PITTSBURG UNIFIED SCHOOL DISTRICT as Obligee, in the sum of _____ and _____/100 Dollars ($_____) lawful

money of the United States for the payment whereof, well and truly to be made, above bonded Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such that whereas the above bonded Principal is herewith submitting a proposal for _____ _____.

NOW, THEREFORE, if the above bounded Principal shall, within ten (10) calendar days after receipt of written notification of acceptance of its proposal, enter into a contract and execute and deliver to Obligee a bond for the faithful performance of said contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, above bounden Principal and Surety have hereunto set their hands and seals on this _____ day of _____, A.D., 20_____.

_____

Principal

(This bond must be signed and acknowledged by both Principal and Surety before a Notary Public, and acknowledgments, with Notarial Seals, attached hereto.)

_____(Seal)

_____

Surety

_____

Attorney-in-fact

CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION

Labor Code Section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
>
> (b) By securing from the Director of Industrial Relations and certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

_____

Proper Name of Bidder

By_____

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7,

Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

INSTRUCTIONS

1. Proposals

No proposals shall receive consideration by the Pittsburg Unified School District unless made in accordance with the instructions detailed herein.

The proposal must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing proposal. No oral, telegraphic, facsimile, or telephonic modifications will be accepted.

2. Requests for Information Regarding this Request for Proposals

Any questions concerning this Request for Proposals should be submitted by email with subject title, "RFP #2027 Network Switch Installation" to:

Chris Melodias
Network Coordinator
Pittsburg Unified School District
cmelodias@pittsburgusd.net

All questions and inquiries regarding this RFP shall be submitted by email, on or before **November 9, 2026, at 2:00PM.**

3. Proposal Format

Proposal packages submitted by bidders must include the District's Request for Proposal package **(RFP #2027 Network Switch Installation**), along with the Proposal, Non-Collusion Affidavit, Bid Bond and Agreement forms. The signature of all individuals must be in long hand. The completed documents(s) should be without interlineations, alterations, or erasures.

Proposals must be submitted in the format and order outlined below. The proposal should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted.

There should be no attachments, enclosures, or exhibits other than those considered by the bidder to be essential to a complete understanding of the proposal submitted. Any changes to any portion of this proposal by the proposer may result in your response being considered non-responsive. Each section of the proposal must be clearly identified with the following headings, and in the order specified, as detailed in **"Section I – Section X":**

Section I

DESCRIPTION OF FIRM(S)

1. Provide a brief description of your firm(s), as well as any other firm(s) joining with your firm to provide services. This description should include a history of the firm(s), number of employees, organizational structure of the firm(s), and a recent financial statement.
2. List and describe any State and Federal licenses, certificates, and legal authorizations that you hold which allow the provision of equipment and services requested in this RFP.

The contractor of award will be required to provide the PUSD with copies of the actual licenses and certificates held.

3. Indicate the amount of time you have been providing Cisco Meraki equipment materials and installation and your yearly revenue derived from the provision of such. Submit, under separate cover, an audited financial statement for the last two years of operation.

Section II

EXPERIENCE AND QUALIFICATIONS OF FIRM(S)

All responding vendors whom are submitting proposals for Cisco equipment must currently be a Cisco Gold Certified Partner (or equivalent) and provide documented proof. Provide a brief overview of your technical experience, qualifications, and background in providing and installing Cisco Meraki network switch equipment for similarly sized customers. Indicate the prior experience of your firm which you consider relevant to this contract. Include sufficient detail to demonstrate the relevance of such experience.

Subcontractors Requirements

Any subcontractors performing services against this agreement must be fully listed and detailed in the proposal submitted by contractors. State any work proposed to be provided by a subcontractor, and provide evidence of each subcontractor's capability and willingness to carry out the work. For each proposed subcontractor, include firm name and address, management contact person, and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.

Contractor hereby agrees to bind every subcontractor by the terms and conditions of this bid agreement as far as such terms and conditions are applicable to the subcontractor(s) work. If contractor subcontracts any part of this agreement/contract, contractor shall be as fully responsible to the district for acts and omissions of his subcontractor and of persons either directly or indirectly employed by contractor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the District.

Section III

PROPOSED METHODOLOGY FOR PROVIDING SERVICES

Describe in technical detail the methodology by which you would provide the required materials and services. This section shall include, but not limited to, how the cutover will occur over the solution implementation period.

Section IV

SERVICE LEVELS PROVIDED

Provide your standard installation time frames, response time to problems, and process for providing timely support to issues discovered after equipment are installed.

Section V

REFERENCES

Provide at least four (4) references for whom your firm provided materials and services of a similar nature. A minimum of two (2) references should be local to the PUSD area. State your role in this project. Provide the name, title, and phone number of an individual at each reference site whom we can contact for information. Inform your references that we may be

contacting them to discuss your performance, if you are among those selected for consideration.

Submission of written testimonials by customers must be submitted on company letterhead and under the signature of an executive/senior management officer of the company and/or agency.

Section VI

SERVICES

Provide information and answers to the following questions:

1. Is a designated account executive assigned for implementation coordination, account maintenance, and review of problems? If so, specify such in detail.
2. How frequently are accounts, including invoices, reviewed by the account team?
3. Is 24-hour customer service included? If so, please provide methods of access.
4. Do you have a local office for service? Will the District's account team be located in District for the duration of the contract?
5. Do you have a single point of contact assigned for assistance, such as adds, changes, or billing questions? Also, vendors must provide contact information for escalation of unresolved account issues. Escalation must extend beyond the assigned account team and include a minimum of three levels of management.
6. What type of managerial reports are offered (i.e., traffic metrics)?
7. Can these managerial reports be customized?

Section VII

COSTS AND PRICING

On page titled **"Quotation Page - PRICING"** enclosed herein (page 33)**,** Contractors shall include all labor, materials, rates, fees, taxes, surcharges and all other charges. The District is exempt from federal excise taxes. The PUSD does not pay late fees. All pricing offered is to be inclusive of all cutover charges, account set up charges, and all service cancellation/termination fees and charges in the event of cancellation/ termination of this agreement.

Section VIII

BILLING

It is expected that billing will be provided in both paper and electronic format. All billing/invoicing shall be done in accordance with prices quoted herein. The PUSD shall not be subject to charges not detailed or quoted herein by contractor.

Specific Requirements:

Billing shall be provided on paper and USB. Contractor shall briefly describe the format, as well as provide a demonstration USB with its RFP response.

1. Billing dates
2. Detail of installation, pro-rated, and other one-time charges
3. Taxes and surcharges
4. Credits and adjustments

Section IX

EVIDENCE OF RESPONSIBILITY

Contractors shall submit, with their proposals, all necessary evidence showing their financial resources; experience in the type of work being required by the District; organization available for the performance of the work, and any other required evidence of qualifications to perform. The District shall consider such evidence before making its award decision. Failure to submit adequate evidence of Contractor's responsibility to perform may result in rejection of the proposal.

Section X

E-RATE REQUIREMENTS

As previously stated in RFP Scope, the District intends to obtain maximum funding under the Federal Communications Commission's E-Rate program for commercially available network switch equipment and installation.

The successful Contractor shall be responsible for providing the District the applicable E-Rate discounts in accordance with E-Rate program rules and requirements.

At this time, the District requests that E-Rate discounts are applied to the current invoice for current services. Proposals must include on separate company letterhead a written acknowledgement stipulating the Contractor's awareness of and commitment to comply with all current E-Rate program requirements, regulations and conditions.

Additionally, in this section of the submitted proposal, Contractors are to detail their proposed methodology for providing the E-Rate discounts to the District.

All Contractors submitting proposals must be eligible providers in accordance with all applicable E-Rate rules, regulations and requirements. Such eligibility and compliance must be addressed in proposal submitted. Furthermore, all Contractors submitting proposals must provide their E-Rate Service Provider Identification number (SPIN) in their proposal. Failure to provide the required SPIN number will be grounds for rejecting of bid.

Bidders wishing to obtain information regarding the E-Rate program are directed to access the Schools and Libraries Division of the FCC website at http://www.sl.universalservice.org.

Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder 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 contract termination 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

Bidders are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: https://fjallfoss.fcc.gov/coresWeb/publicHome.do

4. Execution of Agreement

In addition to the Proposal Form, all bidders must sign **two (2) copies** of the Agreement (Pg. 34 and 35) included in this Request for Proposal, and must return it to the District, together with the Proposal Form, completed quotation sheets and the remainder of the proposal package.

5. Identification of Contractor

Each proposal must state the full business address of the bidder and must be signed by the bidder with his or her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with the authority to bind the partnership in such matters.

Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter.

The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of proposal.

6. Withdrawal of Proposals

Proposals may be withdrawn by the bidder prior to the time fixed for the opening of proposals, but may not be withdrawn for a period of ninety (90) days after the opening of proposals. The successful Contractor shall not be relieved of the proposal submitted without the District's consent.

7. Rejection of Proposals

The District reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities in the proposals or in the bidding, or any portion or combination thereof, or award on the basis of the total proposal as may be determined, by the District, is in the best interest of the District.

8. Amendments

The terms, conditions, specifications and scope of work contained in this Request for Proposal may be amended or modified **only with the prior written approval of the District.** Any addenda or bulletins issued, by the District, prior to the opening of the Request for Proposal shall form a part of the specifications issued to contractors for the preparation of their proposals and shall constitute a part of the contract documents.

9. Other Documents of Agreement

Contractors submitting proposals that require the District to sign additional contractor agreement documents must submit all such documents in their entirety and in original form with their proposal. Documents not submitted with proposal will not be reviewed or signed by the District and will not constitute a part of this agreement. Furthermore, Contractors shall note that the District's terms and conditions contained in this document take precedence over conflicting

language found in the Contractor's Sales Agreement or similar such documents. Any documents requiring District signature are subject to District review, revision and approval. Contractors unwilling to accept the District's revision(s) to documents shall be subject to rejection/disqualification of their proposal.

10. Taxes

For the purposes of this RFP, any applicable taxes, fees or government surcharges shall be itemized separately in the proposers cost itemization and breakdown.

Federal excise taxes are not applicable to school districts.

11. Proposal Negotiations

A proposal to modify any specific requirement of this Request for Proposal with terms such as "negotiable", "will negotiate", or similar, will be considered non-responsive to that specific item and may render the entire proposal non-responsive and subject to rejection.

12. Interpretation or Questions Concerning Documents

If any person submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies in, or omissions from contract documents, requests may be submitted by email to the Network Coordinator of the District for an interpretation or correction thereof.

Chris Melodias
Network Coordinator
Pittsburg Unified School District
cmelodias@pittsburgusd.net

All questions and inquiries regarding this RFP shall be submitted in email on or before November 9, 2026, at 2:00PM. Any correction of the contract document will be made by Addendum duly issued and a copy of such Addendum Pittsburg USD is required to post both this RFP and Form 470 on the USAC EPC Portal site http://www.usac.org/sl/tools/e-rate-productivity-center/default.aspx .

Questions and responses will be posted on the district's website and the EPC portal site. In the event that there is a discrepancy between in documentation posted in multiple locations, the controlling (master) document will always be located www.pittsburgusd.net/erate

All RFP responses must be submitted **by December 8, 2026, NO LATER THAN 2:00 PM (PST)** to the contact information contained herein.

Any addenda issued prior to the opening of the proposal, or forming a part of the documents loaned to the Contractor, for the preparation of his proposal, shall be made part of the contract.

13. Contractors Interested in More than One Proposal

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless special conditions indicate otherwise. A person, firm, or

corporation who has submitted a sub-proposal to a Contractor, or who has quoted prices of materials to a Contractor is not thereby disqualified from submitting a sub-proposal or quoting prices to other contractors.

14. Telephone Expense

Any expense resulting from wireless phone calls related to this project shall be paid for by the Contractor. The District reserves the right to make "collect" wireless telephone calls to any Contractor, or the Contractor must provide a toll-free telephone number, for any reason related to this proposal, i.e., scheduling, literature, affirmative action information, check work status, place orders, etc.

15. Method of Award and Evaluation

Method of Award

Award shall be made, as one lot, to the contractor whose proposal is scored, by the District's evaluation team, with the highest point total based on the Evaluation Criteria and point totals detailed below. The evaluation, scoring and award decision of the District shall be final.

The District reserves the right to reject any and all proposals, to contract services with whomever and in whatever manner the District decides, to abandon the services entirely, and to waive any informality on non-substantive irregularity as the interests of the District may require.

The District reserves the right to make an award of this proposal any time up to 90 days from the date of proposal opening.

Screening and Evaluation of Proposals

Each proposal response will be reviewed based on the criteria set forth in this RFP. The selection process for the vendor(s) will include the following evaluation and point assignment/rating criteria:

A. Cost/Pricing of E-Rate Eligible Products/Services (30 points maximum) - The District will consider and rate the explanation and detail of rates and fees.

B. Accuracy of Bid Response (25 points maximum) - The District will evaluate the bid response for completeness and adherence of the bidder to the requirements in the RFP. Owner reserves the right to reject any/all bids that do not meet the requirements in this document.

C. Experience and Knowledge (15 points maximum) - The District will consider and rate the experience in providing and installing and like equipment for customers, knowledge of current state-of-the-art technology, and experience in managing projects of similar scope and nature in a regional setting and with large K-12 educational institutions.

D. Qualifications (15 points maximum) – The District will evaluate the bidder's ability to demonstrate their technical qualifications and system certifications necessary for the successful completion of their proposed system.

E. Service Level (15 points maximum) - The District will evaluate service based on the bidder's ability to demonstrate their responsiveness to and the related cost for Service/Maintenance calls, Emergency/Trouble calls, and their service and travel costs.

16. Preparation of Proposal

Each proposal should be prepared simply and economically, and should provide a straightforward, concise description of the bidder's ability to the meet the requirements of the RFP. Bindings, colored displays, promotional material, etc. will receive no evaluation credit. Emphasis should be on completeness and clarity of content.

Cost of preparation of the response to the Request for Proposal is solely the responsibility of the contractor. The Pittsburg Unified School District accepts or implies no liability in the cost of proposal preparation or presentation.

17. Inspection of Facilities

The District reserves the right to inspect the Contractor's facilities and financial statement to ensure the Contractor's competence and ability to perform the specified work.

The Contractor's proposal may be rejected as non-responsive if the above inspection reveals any problems or inconsistencies that might jeopardize the success of the required service.

18. News Releases

News releases pertaining to this RFP or the services, study, data, or project to which it relates will not be made without the prior written approval of the District. No results of the program are to be released without prior written approval of the District.

19. Independent Price Determination

By submission of a proposal, the Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

A. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other contractor or with any competitor; and

B. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Contractor prior to award directly or indirectly to any other contractor or to any competitor; and

C. No attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

D. Each person signing the proposal certifies that he/she:

   a. Is the person in the Contractor's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to 19. A, B, and C above; or

   b. Is not the person in the Contractor's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to 19 (A), (B), and (C) above.

A proposal will not be considered for award if the sense of the statement required in the Cost and Price Analysis portion of the proposal has been altered so as to delete or modify 19 (A), (B), and/or (C) above. If 19 (B) has been modified or deleted, the proposal will not be considered for award unless the Contractor furnishes with the proposal a signed statement which sets forth in

detail the circumstances of the disclosure and the District determines that such disclosure was not made for the purpose of restricting competition.

20. Cost Liability

District assumes no responsibility or liability for costs incurred by the Contractor prior to the signing of any Agreement resulting from this RFP. Total liability of District is limited to the terms and conditions of this RFP and any resulting Agreement.

21. Delivery of Bonds, Certificates, etc.

Unless otherwise specified herein, the successful vendor shall, within fourteen (14) calendar days after notice by the District, sign and deliver all bonds, other than the certificates of insurance, and other required documents. In the event the vendor to whom an award is made fails or refuses to deliver such documents, the District may reject the contractor's proposal and may award the contract to the next responsible vendor, or may reject all bids and call for new bids.

22. Proposal Submittal

Three (3) copies of your proposal MUST BE SUBMITTED in accordance with the following instructions:

SEALED BIDS (PROPOSALS) MUST BE RECEIVED AT THE REQUIRED DISTRICT LOCATION NOT LATER THAN THE TIME AND DATE INDICATED ON THE COVER PAGE OF THIS REQUEST FOR PROPOSALS. CONTRACTORS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS ON THE OUTSIDE OF THE SEALED ENVELOPE:

Reference to **"RFP #2027 Network Switch Installation"**, company or organization name, date due, and the time due. If delivery service is used which prohibits such markings on their envelopes or package, this information must be placed on the outside of an interior envelope or package.

23. Proposal Format

Vendors are requested to assemble their proposal in the following format order:

1. District Request for Proposal Package **(RFP #2027 Network Switch Installation**) with all pages and issued addendum. All Request for Proposal pages requiring signatures, information fill in, pricing, etc. must be completed in full.
2. Vendor proposal documents detailing all proposal information requested on pages 7 through 10 "Section I – Section X"
3. Any additional documents/proposal materials which the contractor deems relevant for the evaluation of their qualifications for this Request for Proposal.

Proposals are requested to be submitted in a bound form (i.e. ringed binders, spiral binders, etc.) in order to facilitate easy review and access - by the District evaluation team - to the submitted proposal information and documents.

24. Price Itemization Required

A complete unit price itemization and cost breakdown for all equipment, materials and services to be provided in the performance of any contract resultant from this Request for Proposal must be provided. This itemization and breakdown shall be included in Section 7 of the Proposal. All prices must be stated in the units specified herein or trade standard units. Inserting more than one unit price for any one item may result in the rejection of the bid unless alternate bids are specifically requested. Each item must be considered separately and not in combination with other items, unless otherwise specified by the District in the bid form. In the case of error, unit prices will govern and extensions will be corrected. Failure to provide the required itemization and cost breakdown will result in rejection of the proposal.

GENERAL CONDITIONS

1. Extra, Additional, or Omitted Work-Payment

The Governing Board may order a change, alteration, deviation, addition, or omission from said specifications or plans or other contract documents at any time during the progress of the work. Such change, alteration, deviation, addition or omission shall be specified in writing and the cost agreed upon between the governing board and the Contractor. This may be done without the formality of securing bids, if the increase so agreed upon does not exceed the greater of ten percent (10%) of the original contract price of the amount authorized by law.

2. Insurance

The Contractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance hereunder and certificates evidencing such insurance have been delivered to the District.

Unless otherwise specified, the successful Contractor agent shall, within five (5) working days after notice by the District, sign and deliver to the District all certificates of insurance.

All insurance required under this Agreement shall be provided by a surety admitted to transact business in the State of California. ***Such surety provider(s) shall possess a current Best's Key Rating of A Minus (A-) or better***.

Failure to provide insurance certificates as required shall be grounds for bid rejection.

A. General

1. As specified below, the Contractor shall maintain, or cause to be maintained, such insurance as will protect him and the District from claims under Workers' Compensation Acts, and such public liability insurance as will protect him and the District from claims from damages for personal injury, including death, and damage to property, which may arise from operations under this contract, whether such operations be by himself or by any other subcontractor or anyone directly or indirectly employed by either of them.
2. The Contractor agrees to save harmless and to indemnify the District from every claim or demand which may be made by reason of:
    a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and
    b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default or omission of the Contractor or any other person, firm, or corporation, directly or indirectly employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to his work, the bidder at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit, or legal proceedings or result thereof.
    c. Contractor shall defend, indemnify, protect and hold harmless Pittsburg Unified School District and its agents, officers and employees harmless from and against any and all

claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are causes or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code 45125.1.

3. Certificate of Insurance:

   a. Certificates shall be filed with the Purchasing Department of the District.

   b. Certificates shall have included the following clause:

   "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the Pittsburg Unified School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice."

   Certificates of insurance shall state in particular those insured, the extent of the insurance, location and operation to which the insurance applies, expiration date, and the cancellation and reduction notice.

B. Workers' Compensation Insurance

1. The Contractor shall provide, during the life of this contract, Workers' Compensation Insurance for all of his employees engaged in work under this contract, on or at the site of the project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees. Any class of employee or employees not covered by the subcontractor's insurance shall be covered by the Contractor's insurance.
2. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statute, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected.
3. The Contractor shall file with the District certificates of his insurance protecting workmen as specified above.

C. Public Liability and Property Damage Insurance

1. The Contractor shall maintain during the life of the contract, Public Liability and Property Damage Insurance to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. The minimum amounts of such insurance shall be hereinafter set forth.
2. Amounts of Insurance:

General Liability Comprehensive Form + Products/Completed Operations	Bodily Injury and Property Damage Combined	$1,000,000
Auto Liability Comprehensive Form Owned, Non-owned Hired	Bodily Injury and Property Damage Combined	$1,000,000

D. Fire Insurance

The Contractor shall maintain or cause to be maintained Fire Insurance on all work, material, equipment, appliances, tools and structures which are part of this contract and subject to loss or damage by fire.

3. Indemnification

The Contractor shall maintain, or cause to be maintained, such insurances as will protect him and the District from claims under Worker's Compensation Acts, and such public liability insurance as will protect him and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

The Contractor agrees to save harmless and to indemnify the District from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and

b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor or any other person, firm or corporation directly, or indirectly employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work; the Contractor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

c. Contractor shall defend, indemnify, protect and hold harmless the Pittsburg Unified School District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are causes or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code 45125.1.

4. Excuse for Non-Performance - Force Majeure Clause

The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, or facilities by the government, when satisfactory evidence thereof has been presented to the other party providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

5. Assignment

The Contractor shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

6. Prevailing Law

In the event of any conflict or ambiguity between a) the Instructions, General Conditions, Specifications, or any other document forming a part of this Request for Proposals, and b) 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 any applicable requirements of local, state and federal law.

7. Anti-Discrimination

It is the policy of the District that, in connection with all the work performed, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or marital status. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work.

8. Employment Diversity Plan (optional)

Contractors who will perform more than $58,900.00 in business with the District during the fiscal year can provide the Purchasing Manager with an employment diversity action plan prior to the signing of any contract. A good faith effort is asked to be made by the contractor in providing this plan, if available, to the District.

9. Governing Law and Venue

In the event of litigation, the documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be the appropriate state or federal court located in County.

10. Invoicing

Contractor shall issue separate invoices for all materials and services provided.

For the District's portion of the billable amount, invoices shall be submitted to:

Pittsburg Unified School District
Attn: Accounts Payable
2000 Railroad Ave, Pittsburg, CA 94565

Each invoice must reference **PROPOSAL/CONTRACT #2027 Network Switch Installation** and the assigned, applicable invoice number.

For the FCC's portion of the billable amount, invoices must be submitted in accordance with applicable FCC instructions. Invoices are NOT to be submitted to the District for the FCC's portion of the billable amount.

Invoices for the District's portion shall be processed for payment once a month.

If contractor does not apply discounts to invoices in a timely manner, District reserves the right to terminate agreement upon written notice.

11. Gratuities

District policy precludes employees from accepting any gratuities from Contractors. Rebates or any other form of commission or discount must be issued to Pittsburg Unified School District.

12. Proprietary Information

All proposals received in response to this Request for Proposals become the property of the Pittsburg Unified School District. In the event a contract is awarded, all documentation,

regardless of media format, produced as a result of the contract, will become the property of the Pittsburg Unified School District.

13. District's Representative

The District's representative will be:

Chris Melodias
Network Coordinator
Pittsburg Unified School District
cmelodias@pittsburgusd.net

14. Term of Contract, Pricing and Renewals

Pursuant to approval by the District's Governing Board, it is anticipated the contract awarded as a result of this RFP shall be for three year(s). Rates/pricing offered shall be firm-fixed for the entire contract period.

Any decrease in prices of the products and services listed herein must result in a corresponding decrease in prices to the District for the balance of the contract period, or as long as the lower prices are in effect.

Should the District terminate this agreement, the Contractor also agrees to refrain from implementing any service termination fees or charges in the event of cancellation or termination of this agreement.

15. Default

If the Contractor refuses or fails to perform all or any part of its obligations hereunder, or fails to perform all or any part of its obligations in a timely manner, or if the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his sub-contractors should violate any of the provisions of this contract, the District may serve written notice upon him and his surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate this contract, and unless within ten (10) days after the serving of such notice, such violation(s) shall cease and arrangements satisfactory to the District for the correction thereof shall have been made, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

16. Cost Records

In accordance with generally accepted accounting principles, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the District or to the appropriate federal agencies at all reasonable times.

17. Conduct of Contractor

The Contractor agrees to inform the District of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with the interests of the District.

The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.

The Contractor shall not use for personal gain or make improper use of privileged information which is acquired in connection with its employment. In this connection, the term "privileged

information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical; personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of vendors or subcontractors in advance of official announcement.

The Contractor or employees thereof shall not offer gifts, gratuity, favors, or entertainment -- directly or indirectly -- to District employees.

18. Audit and Inspection of Records

GENERAL

The District shall have the audit and inspection rights described in this section.

COST OR PRICING DATA

If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of the commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the District's representative(s) shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

AVAILABILITY

The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this contract, or by (a) and (b) below:

a. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of nay resulting final settlement.

c. Records which relate to appeals under this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three (3) years after contract completion, whichever is longer.

19. Disputed Charges / Billing

In the event that the District reasonably determines that there is a material discrepancy between the contractor's invoiced charges and the District's calculation of charges owed, the District shall be permitted to withhold the disputed amount; provided, however, that the District agrees to provide notice to the contractor, with supporting documentation illustrating the basis for bona fide dispute within their payment terms.

If such billing disputes remain unresolved within sixty (60) days of submission to the vendor, both parties agree to arbitration by an impartial third party. The contracted vendor shall not disrupt service to the District for such issues pending resolution.

20. Right To Acquire Equipment and Services

Nothing in this agreement shall prohibit the District from acquiring the same type or equivalent equipment and/or services from other sources, when deemed to be in the District's best interest. The District reserves the right to not enter into a contract as a result of this RFP.

21. Responsibility for Equipment, Supplies and Materials (F.O.B)

The Pittsburg Unified School District shall not be responsible for the storage, warehousing or staging of equipment or materials provided in the performance of the contractor's work. Except for servers, equipment and materials shall not be stored or warehoused on School District property prior to installation. Contractor shall be responsible for the proper storage of all equipment and materials to be provided in the performance of all work resultant from this RFP in accordance with manufacturer's specifications and shall be responsible for security and proper handling of such equipment and materials at the project sites. Any materials lost, stolen or damaged prior to the District's final acceptance at a respective site shall be replaced or repaired to the District's satisfaction by the Contractor at no additional cost to the District. The contractor shall be fully responsible for the delivery of materials to the job sites.

22. Bid Security

All Bids shall be accompanied by Bid Security, as defined, made payable to the District. The Bid Security shall include cash, cashier's check made payable to the District, certified check made payable to the District, or a Bid Bond executed by an admitted surety insurer. The Bid Security must be enclosed in the same envelope with the Bid. The amount of the Bid Security shall be not less than ten percent (10%) of the total amount of the Bid.

The Attorney-in-Fact (resident agent) who executes the Bid Bond on behalf of the surety company must attach a copy of its Power of Attorney as evidence of its authority. A notary shall acknowledge the power as of the date of execution of the surety bond which it covers.

A Bid Bond will be accepted only if it is made out on either the Bid Bond form enclosed in these documents or on a form which conforms to it. The Bid Bond must be from an admitted and responsible corporate surety which is acceptable to the District, and which maintains in California at least one office for conducting business.

23. Specification Variance

The District reserves the right to waive minor variations in specifications and evaluate bid offerings and make awards considering the equipment being offered and its ability to perform the task for which it is being procured. Bids varying from District specifications in any major detail are not solicited and may be disqualified. The District's decision regarding disqualification shall be final.

24. Contract Bond

The successful bidder shall furnish a Performance Bond in the amount equivalent to 100% of the total base bid provided on the cost proposal form. The Bond shall be furnished within ten (10) days following the District's receipt of a Funding Commitment Decision Letter (FCDL) and associated Form 486 from the USAC Schools and Libraries Division (SLD).

This Bond shall be furnished in the form enclosed following the Contract and shall be satisfactory to the District and shall be obtained from a responsible corporate surety (or sureties) acceptable to the District, which is licensed by the State of California to act as surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety (or sureties) shall furnish reports as to its financial condition from time to time as requested by the District. The premiums for the Bond shall be paid by the successful bidder.

If any surety becomes unacceptable to the District or fails to furnish reports as to its financial condition as requested by the District, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the District.

In the event of any conflict between the terms of the Contract and the terms of the Bond, the terms of the Contract shall control and the Bond shall be deemed to be amended thereby. Without limiting the foregoing, the District shall be entitled to exercise all rights granted to it by the Contract in the event of default, without control thereof by the surety, provided that the District gives the surety notice of such default at the time or before the exercise of any such right by the District, and, regardless of the terms of the Bond, the exercise of any such right by the District shall in no manner affect the liability of the surety under the Bond.

25. Execution of Contract

The successful bidder will be notified in writing by the District of the award of the Contract within ninety (90) days after opening of Bids, unless the time period is extended as provided in the Invitation to Bid. Accompanying the District's Notice of Award will be the contract, in triplicate, which the successful bidder will be required to execute and return, together with the required policies of insurance together with the required endorsements thereto for the Contractor and the workers compensation certificate, to the District within ten (10) days following receipt of such Notice of Award. Failure to do so shall be just cause for annulment of the award and for forfeiture of the Bid Bond which shall be retained as liquidated damages, and it is agreed that the bond sum is a fair estimate of the amount of damages that the District will sustain by reason of such failure. The District will promptly determine whether such Contract and insurance are as required by the Contract Documents, and upon such determination will forward a fully executed copy of the Contract to the successful bidder. Signature by both parties constitutes execution of the Contract. In the event of failure of the lowest responsible bidder to sign and return the Contract with acceptable insurance as prescribed herein, the District may award the Contract to the next lowest responsible bidder, and, in the event that bidder fails to sign and return the Contract with acceptable insurance, the District may award the Contract to the then next lowest responsible bidder, until no bidders remain.

26. Equipment and Labor

The successful bidder shall furnish all tools, equipment, apparatus, facilities, transportation, labor and materials necessary to furnish the equipment and services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the work specifications attached hereto.

27. Safety and Security

The successful bidder is responsible for maintaining safety in the performance of this Contract. The successful bidder shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

28. Quality of Materials and Services

The bidder certifies that all materials conform to all applicable requirements of CAL-OSHA and to all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriters Laboratories, Inc., and bear the UL label.

29. Discontinued Items and Product Substitution

In the event an item awarded under this Contract is discontinued, Contractor is required to notify the District immediately. Contract items that are discontinued by their manufacturer during the term of the Contract may be substituted with a same or similar item only if its specifications are equal to or exceed the specifications of the original item. Written documentation from the manufacturer of discontinuation and a sample of the substituted item shall be submitted directly the District.

The District will not allow substitutions without prior written approval. Substitute items shall be evaluated by District representative to determine if the substitute item is an equivalent of the specified item. The price of any authorized substitute product must be equal to or less than the contracted price of the item being replaced. Approval of a substitute product may be withheld by the District in its sole discretion.

30. Manufacturer Part Number Changes

Written documentation from manufacturers shall be submitted to the District when any changes in part numbers occur for the items bid.

31. Product Performance Standards and Warranty

The successful bidder warrants all product(s) offered in its bid against defect in product quality and workmanship. The successful bidder shall be responsible for all costs associated with the pickup and return of any equipment or supplies found to be defective. The successful bidder warrants that all equipment, products and supplies furnished, as a result of its bid, shall meet or exceed manufacturer's published specifications and performance standards. Contractor shall transfer all manufacturers' warranties to the District and shall honor all warranties offered by the manufacturer. The successful bidder shall provide warranty service notwithstanding the expiration or termination of the Contract.

32. Hazardous Material/Substances

If any products being delivered or supplied under this Contract to the District are listed in the Hazardous Substances List of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the successful bidder must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.

33. Damage To District Property

Any damage caused by the successful bidder to District property shall be repaired by the successful bidder to its original condition at the successful bidder's expense.

34. Guaranteed Products/Newly Manufactured

All goods furnished under this Contract shall be newly manufactured and guaranteed new and usable to the satisfaction of the District. Refurbished, reconditioned, or remanufactured goods and material are prohibited under this Contract unless expressly requested by the District, in writing.

35. No Joint Venture

The Contract is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between District and the successful bidder. The employees and agents of successful bidder shall, while on the premises of the District, comply with all rules and regulations of the premises, including, but not limited to, security and requirements.

36. Fingerprinting

Bidders are aware that Education Code section 45125.1 might apply to bidder's performance under the Contract. The successful bidder shall not permit any employee or subcontractor employee to perform services who may come in contact with pupils under this agreement until the DOJ has determined that the employee has not been convicted of a felony or has no felony criminal charges pending as defined in Education Code section 45125.

37. Wages

Contractor and its subcontractors shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public works projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the SUSD. In addition, the CONTRACTOR and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Sections 1776, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by CONTRACTOR or subcontractors.

This section is applicable only to work performed under the Agreement, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

CONTRACTOR and its subcontractors shall keep accurate certified payroll records of workers using the Public Works Payroll Reporting Form, including the certification (DIR Form A-1-131 or current version) and shall electronically submit certified payroll records directly to the Labor Commissioner weekly or within ten (10) days of any request by PUSD or the Labor Commissioner.
This PROJECT is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

SPECIFICATIONS

General System Requirements

- All equipment and material must be new, not refurbished or remanufactured equipment.
- PUSD preferred equipment is Cisco Meraki for network electronics, however any equivalent or better maybe considered as long as bid specifications are met.
- For all new equipment requested in this proposal, the district is seeking a consolidated license through an enterprise agreement.
- The district will accept a substitution for equivalent models on all equipment listed. If proposing equivalent product, please submit data verifying equivalency with proposal.
- Any network switch or router configuration change are the responsibility of the vendor.
- Mounting, installation, setup, configuration, and integration to existing Meraki Dashboard.
- Testing of the equipment and the various parts enumerated below.
- Basic training.
- All work being performed shall be after school hours or at a time(s) that will be the least disruptive to daily school/work activities and will be coordinated with the Network Coordinator.
- Labeling exterior of all switches “E-RATE Year 30” and the district provided device name.
- Apply a district provided asset tag on all provided hardware.
- Documentation of designs, configurations, and equipment inventory (which shall include equipment make, model, serial number, District asset tag number, and equipment location—school/site name and room number). Vendor will provide a logical network diagram (both electronic, Visio, on a flash drive and print 11”X17”) for each school site that will include existing switches.
- Contractor is responsible for removing all existing switches, returning to PUSD Technology Department.

Network Switch and Management Requirements

- The solution must include a centrally managed cloud-based application for management and configuration.
- Switches must include network wide search capabilities, in which a specific device, a group of devices, type of device, or type of port configuration can be located and configured.
- Switches must allow for mass port changes on multiple switches simultaneously from a GUI, without the use of CLI or 3rd party management applications.

- Switches must alert Network Administrators of changing port status or configuration change.
- Switch Ports must have the ability to run cable tests and packet captures via the management console
- Switch Ports must track uptime history for troubleshooting purposes
- When a switch needs to be replaced due to hardware failure, the system must allow configurations to be automatically copied to the replacement switch.
- The solution must manage and sync firmware versions across all switches, regardless of model.
- The solution must allow for 1-click mass upgrades for all switches simultaneously, regardless of model. Additionally, the solution must notify Network Administrators when a new feature or firmware version is available.
- The solution must not require on-site controllers or management hardware/software as part of the solution
- The solution must not have a single point of failure – all Access Points should run autonomously in the event of a disconnect from the Cloud Management Platform or internet.
- The solution must include a cloud management platform that is fully redundant across multiple US based data centers.
- Data Centers utilized by the solution must have at least a 99.99% SLA, be SSAE16 Certified, and have penetration tests run daily.
- The solution must offer a “single-pane-of-glass” management platform for managing access points, switches, security appliances, video surveillance and mobile device management.
- The system must allow for packet captures to be generated via the management console for directly connected clients.
- Licensing for the solution should include ALL current and ALL future features
- Licensing for the solution shall include next business day hardware replacement and 24x7 support.
- The solution must provide in depth Layer 7 analytics with respect to client traffic.
- The solution must alert administrators if the status of hardware changes, or if a change is made to the system. Additionally, all system changes must be logged and tracked by user and values changed.
- The management application must support two factor authentication.
- The management application must allow for multiple sites, and multiple levels of administrative roles, including “read-only”, “monitor-only”.
- The management solution must include a free Mobile App for basic management and reporting, which must run on the latest iOS and Android platforms.
- All equipment must be made by the same manufacturer.
- Proposed solution must support QoS to support the District’s Voice Network. Quality of Service (QoS) is required for real-time applications, such as voice and video in order to provide reliable transmission.

- All switches must support Full Power over Ethernet (PoE) on all switch ports. No additional power source should be necessary to meet this requirement.
- Switch backplane must support speeds of 480Gbps or greater.
- MDF to IDF uplink connections must be 10Gbps or greater.
- All switches in an IDF are to be represented as one logical switch to the network, up to the best practices for stacking size and the District's discretion in IDF design. This eliminates having one management IP for each of the stacked switches and reduces the amount of required uplinks.
- All switches in an IDF must have stack power cabling.
- Only manufacturer supported SFP pluggable are acceptable.
- The solution must provide a 5-year Enterprise license or equivalent.
- Contractor must shutdown all unused interface ports.
- Contractor must configure and apply existing VLANs, routing, and port configurations to new equipment.
- Contractor must trace cross connects to patch panel ports and apply name/description to port on switch interface.

Network Equipment Providers

Network Equipment Providers must:

- Have at least two (2) engineers on staff certified by the manufacturer of the proposed wireless equipment and available to assist PUSD in a timely fashion during the proposed deployment.
- All responding vendors whom are submitting proposals for Cisco Meraki equipment must currently be a Cisco Gold Certified Partner (or equivalent) and provide documented proof.
- Must provide references from at least three (3) K12, Public Sector, or other Government Office installations for comparable systems that they deployed within California.
- Must provide telephone support 24x7 and be capable of remotely accessing and supporting the proposed equipment without the need for an on-site visit to resolve basic problems.
- Must provide onsite support during normal (7:00AM to 5PM) business hours.
- Must have at least two (2) technicians on staff that reside within 50 miles of Contra Costa County who are available to respond to service calls in a timely fashion.

Technology Clause

As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be similar. This RFP seeks to address the rapid advances in technology by allowing functionally similar or identical equipment introduced in the future during this bid. These items may be accepted at the sole discretion of PUSD for existing line items of compatible product lines included in this RFP.

New Equipment

Vendor shall warrant that the products are new, in their original box. The Vendor confirms to have sourced all Manufacturer products submitted in this bid from Manufacturer or through

Manufacturer Authorized Channels only, in accordance with all applicable laws and policies at the time of purchase. Vendor shall provide Buyer with a copy of the End User license agreement, and shall warrant that all Manufacturer software is licensed originally to Buyer as the original licensee authorized to use the Manufacturer Software.

PUSD Cabling Maps and Patch Cables

The provided maps have been created with the highest degree of accuracy possible. However, PUSD, nor any of its contractors or suppliers can be held responsible for any errors or omissions in the design. Bidder is responsible for verifying actual design. Digital copies are available upon request by contacting Chris Melodias via e-mail at cmelodias@pittsburgusd.net

Vendor will supply Cat6A patch cables in length needed to patch from existing patch panels to new switches. Patch cables must match current color standards as shown below.

Data/Voice - Blue
Security Cameras - White
Wireless Access Points - Yellow
Public Address and Clocks - Orange
AV/Extron to IDF – Purple

Contractors shall review and comply with the District's E-Rate program instructions in Section X, and the E-RATE SUPPLEMENTAL TERMS AND CONDITIONS at the end of this document.

Documentation

The contractor shall provide electronic copy of operation/maintenance manuals and record of network equipment configurations in Excel, Visio and PDF format using USB/flash drive media. Contractor will provide a network diagram for each location in Visio format. Using any other forms of electronic copy delivery vehicle shall require prior written approval from the designated District representative.

Equipment Labeling and Inventory:

The contractor shall conform to E-RATE requirements with respect to tracking of E-RATE equipment. To this end, the District requires that:

- Each E-RATE auditable equipment shall be physically labeled by the contractor with a District inventory asset tag and an "**E-RATE Year 30"** sticker. The asset tags/stickers shall be provided by the District to the contractor. The contractor is responsible for providing and applying "E-RATE Year 30" label/sticker.
- All asset tags and "E-RATE Year 30
- Labels will be placed in a location that is easily accessible and visible.
- The contractor shall document the make, model, serial number, location, and asset tag of each network switch equipment. For cases where equipment has some form of bar code, a scanning device shall be used to transcribe such information into some electronic form of record keeping (e.g. a spreadsheet).
- A final and complete inventory of all items deployed shall be provided to the District in electronic form—specifically Microsoft Excel format.

Network Switches

Pittsburg Unified School District

2000 Railroad Ave, Pittsburg, CA 94565.

List of Equipment

See Appendix A Bid Pricing Response Form

Quotation Pages - PRICING

Complete the following sections, answering all questions and providing complete cost itemization and breakdown as noted below. Bidders must include all applicable taxes, surcharges, and fees.

Bidder does hereby propose to provide all labor and materials, including all rates, fees, taxes, surcharges and any other costs associated with the performance of any contract pursuant to and in accordance with Pittsburg Unified School District Request For Proposal #2027 Network Switch Installation for the below sum of:

_____ Dollars ($_____)

IMPORTANT NOTE

ADDITIONAL PRICE ITEMIZATION AND BREAKDOWN REQUIRED

A complete unit price itemization and cost breakdown for all equipment and materials and services to be provided in the performance of any contract resultant from this Request For Proposal must be provided with the proposal. This itemization and breakdown shall be included in Section VII of the proposal. All prices must be stated in the units specified herein or trade standard units. Inserting more than one unit price for any one item may result in the rejection of the bid unless alternate bids are specifically requested. Each item must be considered separately and not in combination with other items, unless otherwise specified by the District in the bid form. In the case of error, unit prices will govern and extensions will be corrected. Failure to provide the required itemization and cost breakdown will result in rejection of the bid.

Price Summary Form

An excel bid pricing sheet, **"PittsburgUSD_Appendix_A_Bid_Pricing_Response_C2_FY2027"** is available on the Pittsburg Unified School District website at http://www.pittsburgusd.net/erate and E-Rate Productivity Center.

Vendors shall complete this pricing sheet and include it with the bid response. It is preferrable to receive the excel version via e-mail as well.

Please note: The district is requested pricing for non-E-Rate Eligible sites on a separate tab to request pricing. These items will not be included on the 471.

AGREEMENT

This Agreement is entered into this _____day of _____, 2027, by and between the Pittsburg Unified School District, hereinafter referred to as "District", and _____ hereinafter referred to as "Contractor".

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I

TERM

The term of this Agreement shall commence upon execution of this agreement by all parties and shall continue through acceptance by the District of all required work and final payment to Contractor. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement. The term of this Agreement shall be from _____ through _____. However, upon mutual agreement by both parties (i.e., Contractor and the District), this agreement may be annually renewed for up to five (5) consecutive years.

II

WORK

Contractor shall perform and render all services as prescribed and required by the Notice to Bidders, Bid Proposal Form, Instructions to Bidders, General Conditions, Specifications, and all documents forming a part of bid package #2027 Network Switch Installation, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

III

NON-FUNDING

The services provided under this contract are contingent upon Pittsburg Unified School District receiving a formal federal E-Rate USAC/SLD letter of commitment or, when applicable, funding by the California Teleconnect Fund. District reserves the right to terminate the Agreement if the District is not fully funded, does not receive funds, or if funding is discontinued and no termination penalties shall apply.

IV

NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Governing Board for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

V

TERMINATION

This Agreement may be terminated by the District upon thirty (30) days' written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

VI

COMPENSATION

Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Quotation Sheet(s), incorporated herein by reference.

VII

METHOD OF PAYMENT

Payment will be made after completion of all work and acceptance by the District, and receipt of auditable invoice.

VIII

CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the Notice to Bidders, Bid Proposal Form, Instructions to Bidders, General Conditions, Specifications, and all documents forming a part of bid package #2027 Network Switch Installation, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

IX

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Contractor, by execution of the Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

CONTRACTOR:	**DISTRICT:**
_____	Pittsburg Unified School District
License No. _____	By _____ Hitesh Haria
By _____	Title Associate Superintendent
Title _____	Date _____
Date: _____	Governing Board Date: _____

(Corporate Seal)
A.

PERFORMANCE BOND TO ACCOMPANY CONTRACT

Know All Men by These Presents:

THAT WHEREAS, the PITTSBURG UNIFIED SCHOOL DISTRICT has awarded to _____ _____ _____,
as principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

_____ PROJECT

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the PITTSBURG UNIFIED SCHOOL DISTRICT, in the sum of _____ _____ dollars ($_____), to be paid to the said _____ _____, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

The CONDITION of this obligation is such,

That if the above Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the PITTSBURG UNIFIED SCHOOL DISTRICT, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue. In case suit is brought upon this bond the said surety or sureties shall pay all court costs, expenses and the reasonable attorney's fees fixed by the court in the event the claimant is deemed to be the prevailing party.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ _____ day of _____, A.D., 20____.

_____

_____

_____

Contractor

(This bond must be signed and acknowledged by both Principal and Surety before a Notary Public, and acknowledgments, with Notarial Seals, attached hereto.)

_____(Seal)

_____

Surety

_____

Attorney-in-fact

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 number of students eligible to receive free and reduced-price meals.

1) E-RATE CONTINGENCY

The project herein 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 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 may 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 except for 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).

https://docs.fcc.gov/public/attachments/DA-02-3365A1_Rcd.pdf

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).
https://www.fcc.gov/document/fcc-releases-e-rate-modernization-order

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 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 agree 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: _____