

REQUEST FOR PROPOSAL

0103-27C.1
NETWORK ELECTRONICS

KINGS CANYON UNIFIED SCHOOL DISTRICT
1500 I STREET
REEDLEY, CA 93654

OWNER'S REPRESENTATIVE:



PO Box 999 • Bakersfield, Ca. • 93302
Phone: 661.716.1840 • Fax: 661.716.1841
www.infinitycomm.com

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PROPOSAL INTRODUCTION

Kings Canyon Unified School District, hereafter referred to as Owner or District, is seeking Proposals from qualified Respondents to furnish specialized technology equipment. The Owner and its governing board have determined that it is in the best interest of the Owner to procure these goods through the State Master Contract/Piggy-Back procurement process. The Owner intends to award a contract for the drop-ship of equipment to the qualified Respondents whose Proposal is the most advantageous to the school district.

Any and all updated project information, forms, including addenda, will be distributed through the project website, located at <https://projects.infinitycomm.com>. All of these documents shall be made part of and material to the contract for services.

In addition to the aforementioned project website, information will be made available on the E-rate Productivity Center (EPC) at <https://portal.usac.org/suite/>. The information posted to this site is not trackable and all prospective participants must utilize the designated project website in order to receive any and all notifications pertaining to this Proposal.

The Owner expects that the Respondent includes all project information, including addenda, in its Proposal Price. Failure of the Respondent to include all addenda in its Proposal will result in the Owner rejecting the Proposal.

All Respondents interested in providing a Proposal for this project must submit their Proposal to <https://projects.infinitycomm.com>, no later than **November 18, 2026 by 12:00pm PST**. Proposals received after the due date and time or received at other locations will not be accepted. It is the **sole responsibility** of the Respondent to ensure that delivery of Proposal Documents is completed prior to the opening of the Bids. Late Bids will not be accepted.

All inquiries concerning the project should be submitted through the project website at <https://projects.infinitycomm.com>.

INSTRUCTIONS TO RESPONDENTS

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME OWNER.

PREPARATION OF PROPOSAL FORMS

The Respondent's price shall be submitted on the required Proposal Form, completed in full. All Proposal items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures as indicated, and where there is a conflict in the words and the figures, the words shall govern. Prices, wording, and notations must be in ink or typewritten. Erasures or other changes shall be noted and initialed by the signature of the Respondent.

FORM AND DELIVERY OF PROPOSALS

The Proposal must conform and be responsive to all Project Documents and shall be made on the Proposal Form provided. The complete Proposal, together with all additional materials, as required, shall be submitted as specified in the "Proposal Introduction" section above. It is the Respondent's sole responsibility to ensure that its Proposal is received prior to the Proposal Deadline. All submissions must be no larger than 15MB in size.

PROPOSAL REQUIREMENTS

The Bidder shall submit its complete Bid Package electronically through the Infinity Projects website at projects.infinitycomm.com. Proposals shall include the following:

Proposal Form - The Respondent shall provide its price on the provided "Proposal Form". If the Respondent wishes to propose "Alternate" pricing and/or product options, it may do so only in addition to supplying a separate "Proposal Form" for the "Alternate" service. A brief description and scope of the Base Proposal are supplied below:

Base Proposal

The Base Proposal Price shall include all material, sales tax, and shipping/handling costs to complete the work described in this RFP.

Electronic Item 21 Attachment Sheet – The Respondent shall provide itemized pricing for all equipment to be included in this Proposal Response. Pricing shall include E-rate eligibility, materials, labor, sales tax, shipping, and any other associated charges, and shall be provided in spreadsheet format. The document is available on the Infinity Projects website.

Due to E-Rate electronic filing requirements, a digital copy will be required at the time of Proposal. Files will be returned in the same format as originally published with no exceptions. Failing to comply with these requirements may result in the Proposal being considered non-responsive.

Substitution Listing – The Respondent may, if it so chooses, propose to "substitute" a product or products that they deem equal or superior to the specified product(s) not "Pre-Approved" prior to the Proposal Date. The Respondent shall list the approved product(s) with the corresponding proposed substituted product(s). The Respondent shall bear the sole responsibility to provide the supporting documentation to validate its claim that the proposed substituted items are equal or superior to the requested/specified products. Substitution requests must be received no later than ten (10) days before Proposals are due.

Noncollusion Affidavit – Submitted Proposals must be accompanied by a noncollusion affidavit. The Respondent shall submit a notarized copy of the form with its Proposal.

State Master Contract Form – The Respondent shall include in its response a list of the State Master Contract numbers that will be utilized to complete the proposed Scope of Work.

Service Provider Agreement and "E-rate Attachment" – The Owner intends to use the Service Provider-supplied Service Agreement to formalize any contractual relationship that results from this Request for Proposal. However, the Service Provider-supplied agreement must incorporate the Owner's "E-rate Attachment" as a part of that Service Agreement. The Respondent will include two (2) signed and dated copies of its Service Agreement, including the attached "E-rate Attachment," with its Proposal. Once all Proposals have been received and evaluated, the Owner will sign, date, and return the successful Respondent's agreement(s).

GENERAL INFORMATION

SCOPE OF WORK

The Respondent shall be responsible for drop-shipping all materials as shown on the attached "Exhibit A Equipment Schedule" to the Owner. Respondent's price shall include all costs to provide all requirements set forth in this "Scope of Work," as described in the Request for Proposal documents, and as shown in the Exhibits. It is the responsibility of the Respondent to supply a complete and qualified quote. If the Respondent feels that the requested equipment described is not complete, the Respondent must address specific concerns in writing to the Owner before submitting a quote. The Owner will not be responsible for additional costs incurred by the Respondent due to the submission of an incomplete proposal.

CONTRACTOR'S SCOPE SHALL INCLUDE:

The following items are to be included in the Respondent's Scope of Work for this project:

1. Provide and deliver all equipment as shown on "Exhibit A Equipment Schedule".
 - a. All materials shall be delivered to Kings Canyon Unified School District 1500 I Street, Reedley, CA 93654
 - b. Respondent's proposal shall include all shipping, handling, and applicable sales tax.
2. Provide a minimum twelve (12) month manufacturer's warranty for all equipment listed on the "Exhibit A – Equipment Schedule."

All material and equipment will be **new**. If the Owner/Owner's Representative discovers **used** material or equipment, the Contractor will be required to replace said materials and/or equipment with **new** products at no additional cost to the Owner.

1. **New** - Materials and products manufactured within one (1) year prior to receipt by the Owner and meet or exceed the latest published specifications of the manufacturer. Also, these materials and equipment must not have been in use before installation on this project unless directed otherwise in the project documents.

The Contractor's price shall include a manufacturer's warranty covering all materials and equipment for a minimum period of one (1) year.

1. Warranty will provide repair/replacement of all defective materials at no additional cost to the Owner (including shipping, taxes, etc.).
2. Warranty coverage shall be available during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, with next-business-day replacement service.

Scope of Work continued on next page...

EXHIBIT A EQUIPMENT SCHEDULE

Manufacturer	Item Description	SKU	Quantity	Installation?	Eligibility
Fortinet or Equivalent	18 x GE RJ45 ports (including 1 x MGMT port, 1 X HA port, 16 x switch ports), 8 x GE SFP slots, 4 x 10GE SFP+ slots, SP5 hardware accelerated, 480GB onboard SSD storage, dual AC power supplies	FG-121G	22	No	100%
Fortinet or Equivalent	FortiGate-121G 1 Year FortiCare Premium Support	FC-10-F121G-247-02-12	2	No	85%
Fortinet or Equivalent	10 x GE RJ45 (including 1 x MGMT port, 1 x HA port, 8 x switch ports), 4 x GE SFP slots, 8 x 5GE RJ45, 8 x 10GE SFP+ slots, NP7Lite and CP10 hardware accelerated, 480GB onboard SSD storage.	FG-201G	2	No	100%
Fortinet or Equivalent	FortiGate-201G 1 Year FortiCare Premium Support	FC-10-F2H1G-247-02-12	2	No	85%
Fortinet or Equivalent	Layer 2/3 FortiGate switch controller compatible switch with 24 x GE/10GE SFP/SFP+ slots and 2 x 100GE QSFP28. Dual AC power supplies	FS-1024E	17	No	100%
Fortinet or Equivalent	FortiSwitch-1024E 1 Year FortiCare Premium Support	FC-10-S1E24-247-02-12	17	No	85%
Fortinet or Equivalent	Layer 2/3 FortiGate switch controller compatible switch with 48x25G(SFP28) +8x100G (QSFP28)+2x10G(SFP+). Dual AC power supplies	FS-2048F	9	No	100%
Fortinet or Equivalent	FortiSwitch-2048F 1 Year FortiCare Premium Support	FC-10-S2F48-247-02-12	9	No	85%
Fortinet or Equivalent	FortiSwitch-348G-FPOE-ERT Hardware plus FortiCare Essential Support	FS-348G-FPOE-ERT-BDL-314-12	197	No	100%
Fortinet or Equivalent	FortiAP-441K-A-ERT Hardware plus FortiCare Essential Support	FAP-441K-A-ERT-BDL-314-12	721	No	100%
Fortinet or Equivalent	FortiDeploy Enables zero touch bulk provisioning for your FortiGate, FortiWifi, or FortiAP products.	FDP-SINGLE-USE	1	No	100%

EXCLUDED FROM THE CONTRACTOR'S SCOPE

The following Items are *excluded* from the Contractor's Scope of Work for this Project and will be provided by others:

1. Installation and/or programming of equipment.

E-RATE PROGRAM REQUIREMENTS

This project will depend on partial funding from the Schools and Libraries Division's E-Rate program. The Owner expects each vendor to make themselves intimately familiar with any rules or regulations regarding the E-Rate program. All contracts entered into as a result of the posting of the Form 470/RFP will be contingent upon the approval of discounts from the Universal Services Administrative Company (USAC) and the Owner's acceptance of said discounts.

The awarded service provider shall be responsible for invoicing and collecting payment of the discounted contract amount from USAC, utilizing the SPI invoicing method. The undiscounted contract amount will be the maximum amount that the Owner is liable. The Vendor agrees to provide the Owner with a copy of its USAC invoice to verify that the material has been delivered and accepted by the Owner before Vendor bills USAC.

In compliance with the E-Rate program rules, the awarded service provider agrees that no goods can be delivered prior to **July 1, 2027**. The awarded service provider is responsible for providing a valid SPIN number with its proposal(s).

VENDOR REQUIREMENTS

Prospective Respondents must be willing and able to provide a portfolio describing experience with comparable projects in the K-12 customer market. Respondents must meet the following minimum qualifications in order to be considered:

1. Respondent must currently hold an active State Master and/or provide an active Piggybackable contract. When using a piggybackable contract, it is the responsibility of the Respondent to provide the contract to the Owner for review prior to award of the contract.
2. Respondent must have a USAC Service Provider Identification Number (SPIN).

3. Respondent shall provide educational discount pricing or better.
4. Respondent must be able to warranty the equipment for a period of one (1) year and agree to extend any/all manufacturer warranties at no additional cost to the Owner.

REQUEST FOR INFORMATION (RFI)

All inquiries and questions regarding the Proposal shall be submitted in writing to the Owner's Representative. All responses to prospective Respondents' requests for information will be issued in written form. All questions pertaining to this RFP shall be sent to the Owner's Representative not less than **five (5)** calendar days prior to the Proposal Due Date. All requests for information shall be submitted through the project website as described in the Proposal Introduction above. Respondents are to provide one (1) submission of questions through the project website. Submitting multiple, single-question submissions will be viewed as a failure to comply with the requirements of the RFP and may be considered grounds for disqualification.

EQUIVALENT PRODUCTS

All approved Products and Systems, hereafter referred to as "Items", are described and provided in "Scope of Work" and associated project documents.

Any items not specifically addressed in the Request for Proposal that the Respondent is seeking pre-approval for must be sent to the Owner's Representative for review. All requests for pre-approval must be received by the Owner's Representative no later than **ten (10)** calendar days before the proposal date. Requests received after the deadline will not be considered.

Respondents wishing to submit items for pre-approval will be required to perform the following:

1. Provide specifications and cut sheets for the proposed item.
2. Provide an itemized comparison to each of the Item's functions in comparison to the approved Item. Include in that document how the proposed Item compares to the approved Item described in this document on a line-by-line basis, using one of the following three criteria: "exceeds", "matches", "unequal".
3. Provide a spreadsheet that cross-references the proposed new Part Number and Description to its corresponding specified approved Part Number and Description.

Failure to provide all the listed requirements may result in the substitution being denied. Respondents wishing to request a review of equipment for equivalency must provide all requirements to be considered.

Any new Approved Equals will be published in addendum form prior to the proposal date. All Proposals received that do not comply with the entire scope of work described in said documents will be considered incomplete, and the Owner reserves the right to list the Contractor's Proposal as non-responsive.

Failure to receive written approval for products installed that deviate from the products called for in this specification and/or on the project drawings will result in the contractor having to replace the unapproved materials and equipment with the originally specified products at no additional cost to the Owner.

SUBSTITUTIONS

The Respondent may propose products or systems, hereafter referred to as "Items," which are "equivalent" or superior to the Items approved in the Project documents. If the Respondent chooses to propose an "equivalent" item without seeking pre-approval, the Respondent shall submit all pertinent and appropriate data substantiating its request for substitutions in its proposal response using the "Substitution Listing" form. Documentation received after the proposal date and time will not be accepted.

The Owner is not responsible for locating or securing any information that is not included in such substantiating data. The burden of proof as to demonstrating the quality or suitability of proposed "equivalent" items shall be borne by the Respondent. The Owner shall be the sole judge as to the quality and suitability of proposed "equivalent" items, and decisions of the Owner shall be final and conclusive. All such decisions by the Owner shall be in writing, and no proposed "equivalent" item shall be deemed approved unless the Owner has so indicated in writing.

PROPOSAL EVALUATION PROCESS

The Owner will evaluate and select the winning proposal based on the following criteria:

1. **Price (50%)** – Price of eligible products and services will be the highest weighted factor. Price will be evaluated on the Base Proposal.

2. **Experience (30%)** – The Owner will evaluate the Respondent's ability to demonstrate its experience in the industry and performance on projects similar to the proposed system as well as demonstrate their technical qualifications and system qualifications necessary for the successful completion of the proposed system.
3. **Accuracy of Proposal Response (20%)** – The Owner will evaluate the proposal response for completeness and adherence of the Respondent to the requirements of the RFP. Amendments, exceptions, and alterations of the specified systems and of project documents will be evaluated and weighed on their merits. The Owner reserves the right to reject any/all Proposals that do not meet the requirements set forth in this document.

MULTI-YEAR LICENSES AND SERVICES

Respondents must clearly identify the term length and pricing allocation (annual vs. one-time) for any proposed multi-year licenses, maintenance agreements, support services, or other recurring services.

Award of multi-year licenses or services will extend the resulting contract term through the full duration of the license or service commitment. The contract expiration date shall align with the expiration date of the longest-term license or service awarded. This automatic extension applies only to specific licenses or services with multi-year terms and does not extend unrelated contract obligations beyond their stated duration unless expressly specified.

For E-Rate compliance, all multi-year licenses or services must be priced to allow for annualized funding requests and invoicing, unless expressly eligible as a one-time, non-recurring charge (e.g., Right to Use (RTU) or perpetual license). Vendors must provide an exhibit with the final contract that identifies the term length, annual cost allocation, and whether the charge is annual or one-time, for each multi-year license or service awarded. USAC BMIC and MIBS services require annual billing in accordance with USAC program requirements. The Respondent is solely responsible for the accuracy of all information provided in its proposal. The District is not responsible for any consequences resulting from incorrect or inaccurate information provided by the Respondent, including E-Rate funding issues or compliance matters.

The Respondent shall bear all financial responsibility and liability for any errors or omissions in its submitted information.

CONTRACT ADMINISTRATION

The Owner intends to use the Service Provider-supplied agreement to formalize any contractual relationship that results from this Request for Proposal. In addition to the Service Provider's agreement, the Owner requires that the provided "E-rate Attachment" be include and integrated into all provided Service Providers agreements for this project. When submitting a hard copy proposal, the Respondent will provide **two (2) signed copies** of its Service Agreement and the "E-rate Attachment" with the proposal. When submitting a digital proposal, only **one (1) signed copy** is required. The Owner shall return to the Respondent with the highest ranked evaluated proposal, one (1) fully executed original copy of the agreement and attachment.

RIGHT TO TERMINATE

The Owner reserves the right to cancel this Project and terminate this Contract at any time prior to the issuance of a Notice to Proceed. If the Owner exercises its cancellation/termination rights as set forth herein prior to the issuance of a Notice to Proceed, the Owner shall have no liability to the Contractor for any proposal preparation or any other costs which may be incurred by the Contractor prior to cancellation of the Contract.

BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one Bid for the same work unless alternate Bids are specifically called for by the Owner. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a Bid on the project.

NOTICE TO PROCEED

This project is contingent on funding from the E-Rate program. The Owner will not issue a Notice to Proceed until a copy of the approved Funding Commitment Decision Letter (FCDL) has been received from USAC and a Form 486 "Receipt of Service Confirmation" has been filed. The Contractor will not be permitted to commence work, unless otherwise directed by the Owner, until a Notice to Proceed has been issued. The Owner will not be responsible for costs incurred by the Contractor prior to receiving a Notice to Proceed.

PROJECT SCHEDULE

The following are the anticipated project milestones.

Requests for Information Due	November 13, 2026
Proposal Due Date	November 18, 2026, 12:00pm

Notice of Intent to Award	TBD
Award of Contract	TBD
Notice to Proceed	TBD (dependent on E-rate funding)
Project Completion	No later than September 30, 2028

RIGHT TO REJECT ANY AND ALL RESPONSES

The Owner reserves the right to reject any or all Proposals and to waive any informalities or irregularities. The vendor's submission of a proposal is recognition of this right.

In addition, the Owner reserves the right to fund, or not to fund this project, regardless of E-rate approval.

PROTEST

If a Respondent wishes to protest the award of any contracts resulting from this RFP, the Respondent must follow the protest procedures as outlined in the Owner's Board Procurement Policies.

2 – PROPOSAL FORM

PROJECT: 0103-27C.1 – NETWORK ELECTRONICS
OWNER: KINGS CANYON UNIFIED SCHOOL DISTRICT

Pursuant to Request for Proposal (RFP) and related documents, **the undersigned Respondent**, having familiarized himself/herself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the location where the work will be performed, and the Contract Documents, **proposes and agrees to perform**, within the time stipulated, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with 0103-27C.1 – Network Electronics all in strict conformity with the Specifications, and other Contract Documents, including Addendum Nos. _____, _____, _____, _____, _____, _____, _____. Copies of Addenda are obtainable from the Owner's Representative (Infinity Communications and Compliance, Inc.).

BASE PROPOSAL

The Respondent agrees to perform all work noted above, as described in the RFP and Project Documents for the lump sum of:

_____ Dollars (\$ _____)
(Amount Shall Be Shown in Both Words and Figures. In Case of a Discrepancy, the Amount Shown in Words Will Govern).

Project will be awarded based on the evaluation criteria set forth herein. Price will be evaluated based on the total of the Base Proposal.

The Respondent has carefully examined the RFP documents and specifications for this project that were prepared and furnished by the Owner and acknowledges their sufficiency.

It is understood and agreed that the work under the contract shall be commenced by the Respondent, if awarded the contract, on the date to be stated in the Owner's **Notice to Proceed**.

NAME OF RESPONDENT: _____
FULL NAME OF ALL
PARTNERS OR LEGAL
NAME OF CORPORATION _____
(TYPE OR PRINT)

AUTHORIZED CONTACT / PREPARER / SALES REPRESENTATIVE: _____

BUSINESS ADDRESS: _____
(TYPE OR PRINT)

TELEPHONE: _____ EMAIL: _____

BY: _____
(SIGNATURE IN INK) (TYPE OR PRINT NAME OF TITLE AND SIGNATURE)

"I declare, under penalty of perjury, that the information provided, and representations made in this proposal are true and current and that this declaration was executed on _____ (date) at _____, _____ (City, State)."

PRESIDENT OF
CORPORATION: _____
(SIGNATURE IN INK) DATE

(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

SECRETARY OF
CORPORATION: _____
(SIGNATURE IN INK) DATE

(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

STATE CONTRACTOR'S LICENSE NO.: _____ FEDERAL I.D. NO.: _____

LICENSE EXPIRATION DATE: _____

TYPE OF LICENSE: _____

LICENSE IN THE NAME OF: _____
(TYPE OR PRINT NAME)

E-RATE SERVICE PROVIDER IDENTIFICATION
NUMBER (SPIN)

PUBLIC WORKS CONTRACTOR'S REGISTRATION

CORPORATE SEAL:
(IF APPLICABLE)

3 – ELECTRONIC ITEM 21/BULK SUBMISSION ATTACHMENT SHEET

Respondent shall provide itemized pricing for all equipment to be included in this Proposal Response. The total price shown shall equal the amount the Respondent has provided on its submitted Proposal Form.

An electronic copy will be required at the time of proposal.

Files will be returned in the same format as originally published, no exceptions. Failure to comply with these requirements will be considered for proposal dismissal.

Respondent shall include a Description, Part Number, Quantity, and Price for each relevant item included in its proposal. Labor costs and applicable taxes shall be separately identified and itemized as distinct line items.

Provided by the “Service Provider”

ITEM 21 SUBMISSION REQUIREMENTS

Vendors must complete and submit the provided Item 21 bulk upload spreadsheet template. Separate spreadsheets are required for each service type (Internal Connections, BMIC, and MIBS). Vendors must also identify the E-Rate eligibility percentage for each item (100%, 0%, or mixed). For mixed-eligibility items, vendors must specify the percentage eligible and provide explanatory notes (example: firewall content filtering is ineligible). Bids not submitted in this format may be considered non-responsive.

The Vendor is solely responsible for the accuracy of all E-Rate eligibility determinations, percentages, and classifications provided in the Item 21 spreadsheet(s). The District is not responsible for any consequences resulting from incorrect or inaccurate E-Rate eligibility information provided by the Vendor, including funding denials, audit findings, or compliance issues. The Vendor shall bear all financial responsibility and liability for any errors or omissions in E-Rate eligibility determinations.

4 – SUBSTITUTION LISTING

PROJECT: 0103-27C.1 – NETWORK ELECTRONICS
TO: Kings Canyon Unified School District ("OWNER")

The contract sum, proposed by the undersigned on the Proposal Form, is for the work as described in the Request for Proposal, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions, which were not Pre-Approved prior to the proposal date, for the Owner's consideration. All substitutions must be listed on this form and submitted with the proposal, or they will not be reviewed.

1. Please complete, attaching additional sheets as necessary:

Respondent proposes [check one]: ☐ no substitutions.
☐ the following substitutions:

Specified Product or Material	Proposed Substitution

2. All Proposals should be calculated and submitted on the assumption that substitution requests will not be approved.
3. Respondent hereby certifies that the requested substitutions are equal or superior in all respects to what is specified, unless otherwise noted. The Respondent will supply all documentation to support this claim as attachments to the Substitution Listing within its proposal. Failure to provide adequate documentation may result in the disqualification of the response.

**SIGNATURE MUST BE IDENTICAL
TO THAT PROVIDED ON PROPOSAL FORM**

RESPONDENT: _____

BY: _____

5 – NONCOLLUSION AFFIDAVIT

PROJECT: 0103-27C.1 – NETWORK ELECTRONICS
OWNER: KINGS CANYON UNIFIED SCHOOL DISTRICT

State of _____

County of _____

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing proposal, that the proposal 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 Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other Respondent, or to fix any overhead, profit or cost element of the proposal price, or of that of any other Respondent, 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 Respondent 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.

(SIGNATURE OF RESPONDENT)

NOTARY FOR NONCOLLUSION AFFIDAVIT

Subscribed and sworn to (or affirmed) before me this day _____, 20 ____.

(SIGNATURE OF NOTARY)

[SEAL OF NOTARY]

(TYPED NAME OF NOTARY)

6 – STATE MASTER CONTRACT FORM

PROJECT: 0103-27C.1 – NETWORK ELECTRONICS
OWNER: KINGS CANYON UNIFIED SCHOOL DISTRICT

Please provide the following information concerning the State Master Contract being used for this project.

State Master Contract No. (Provide Contract Numbers for all components listed for this project.)

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

Attach a copy of the State Master Contract that includes all eligible products listed on the Form 471 Attachment Sheet.

E-RATE ATTACHMENT to SERVICE AGREEMENT
For
PROJECT 0103-27C.1 – NETWORK ELECTRONICS for KINGS CANYON UNIFIED SCHOOL DISTRICT

THIS ATTACHMENT, hereafter referred to as "Attachment", is entered into by and between the Kings Canyon Unified School District, hereinafter called "Owner", and _____, hereinafter called "Service Provider", and is an attachment to the Agreement provided by the Service Provider, hereafter referred to as "Agreement". The Owner and Service Provider are sometimes individually referred to as "Party" and collectively as "Parties." The terms and conditions set forth in this Attachment shall take precedence over any other agreement between the Parties.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Scope of Work. The Service Provider agrees to furnish all services and/or equipment necessary to perform and complete, in a good workmanlike manner, the work in strict accordance with the **Request for Proposal No 0103-27C.1 – Network Electronics for Kings Canyon Unified School District.**
2. Total Contract Price. As full consideration for the faithful performance of the agreement, District shall pay to Contractor, subject to any additions or deductions as provided in the Contract Documents, the sum of:

Total sum of Base Proposal

_____ Dollars (\$_____).

CONTRACTOR LEAVE BLANK TO BE FILLED IN BY THE OWNER

Total sum of Base Proposal

_____ Dollars (\$_____).

3. Payment. The payment method for the agreed upon service shall be USAC's Service Provider Invoicing (SPI). Service Provider agrees to invoice the Owner for the undiscounted amount of the service only and shall be responsible for preparing and submitting FCC Form 472 for the reimbursement of the discounted amount from USAC. The Service Provider agrees that prior to submitting FCC Form 472,
 - a. Service Provider has performed the services that reimbursement is being requested for, and
 - b. Service Provider has submitted a discounted invoice to the Owner for the reimbursement amount being requested for.
4. Service Delivery. In compliance with the E-rate program rules, Parties agrees that the service(s) under the Agreement will not begin prior to July 1, 2027, or extend beyond September 30, 2028, without prior approval of USAC. Parties agree that no service(s) may commence until the Service Provider has received a duly authorized written Notice to Proceed from the Owner.
5. Growth Clause. The Parties agree that during the term of the Agreement the Owner may increase the scope of the agreed upon service(s) in whatever manner that best meets the interest of the Owner. No change to the Agreement shall be enforceable unless agreed upon in writing by both Parties.
6. Multi-Year Licensing and Services. The contract term shall extend through the full duration of any multi-year software licenses, maintenance agreements, support services, or other recurring services awarded herein. The contract expiration date shall align with the expiration date of the longest-term license or service commitment.

For E-Rate compliance, all multi-year licenses or services must be priced to allow for annualized funding requests and invoicing, unless expressly eligible as a one-time, non-recurring charge (e.g., Right to Use (RTU) or perpetual license). The Vendor shall provide an exhibit to this Agreement [Exhibit ____: Multi-Year License and Service Schedule] that identifies the term length, annual cost allocation, and whether the charge is annual or one-time, for each multi-year license or service awarded. USAC BMIC and MIBS services shall be billed annually in accordance with USAC program requirements.

The Vendor is solely responsible for the accuracy of all information provided in its proposal and in the Multi-Year License and Service Schedule exhibit. The District is not responsible for any consequences resulting from incorrect or inaccurate information provided by the Vendor, including E-Rate funding issues or compliance matters. The Vendor shall bear all financial responsibility and liability for any errors or omissions in its submitted information.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the Effective Date set forth in the introductory paragraph above.

“OWNER”

Kings Canyon Unified School District

By: _____

Name: _____

Title: _____

Date: _____

“SERVICE PROVIDER”

By: _____

Name: _____

Title: _____

Date: _____

END OF RFP