Empire Union School District

BID AND CONTRACT DOCUMENTS

REQUEST FOR PROPOSAL # 2027-WIRELESS

EUSD WIRELESS NETWORK EQUIPMENT

E-RATE Category 2 - NETWORK EQUIPMENT

Form 470# 270002946

E-RATE FUNDING YEAR 27 (2027-2028)

RFP DUE DATE: January 15, 2027 at 3:00 P.M. PST

Empire Union School District
116 North McClure Road
Modesto, CA 95357

Empire Union School District
116 North McClure Road
Modesto, CA 95357

L E G A L N O T I C E

NOTICE TO BIDDERS

In accordance with **Public Contract Code 20118.2**, NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the **Empire Union School District**, County of **Stanislaus**, State of **California**, will receive sealed bids up to but no later than **JANUARY 15, 2027, at 3:00 P.M. PST**.

Sealed bid responses must be received at the district's **Technology Department** located at **116 North McClure Road, Modesto, CA 95357** to the attention of **Rodolfo Sandoval**, **Technology Supervisor**. Each response is to be CLEARLY LABELED on the outside of the bid response "**Request for Proposal # 2027-WIRELESS**" and will be opened at or after the time and date set for the submittal deadline. Fax copies will not be accepted.

RFP documents are now on file and may be obtained from the **EUSD Technology Department** at **116 North McClure Road**, **Modesto, CA 95357** or by contacting **Rodolfo Sandoval** at rodolfos@empire.k12.ca.us. Each response must conform to and be responsive to the bid documents and any addenda issued. The RFP and all addenda are posted on the USAC EPC website (https://data.usac.org/publicreports/Forms/Form470Rfp/Index) Bidders must follow Form 470# 270002946 in EPC to receive all updates.

RFP No. 2027-WIRELESS; E-RATE CATEGORY 2 – NETWORK EQUIPMENT

For assistance, please contact **Rodolfo Sandoval**, Buyer at **rodolfos@empire.k12.ca.us**.

The Governing Board of Trustees of the **Empire Union School District** reserves the right to reject any and all bids received in whole or part, to waive any irregularities in the bids or bidding, and to be the sole judges of suitability of products offered.

Dated this 13th day of November 2026

Rodolfo Sandoval
Technology Supervisor
Empire Union School District
Published November 13, 2026, and November 20, 2026

GENERAL PROJECT INFORMATION

EMPIRE UNION SCHOOL DISTRICT

This Project is being let in accordance with the **Public Contract Code section 20118.2 et seq.**

Scope of Work: NETWORK EQUIPMENT

Contract Term: 3 YEARS

No Change Orders will be issued on any bid Project.

Advertise Dates: November 13, 2026, and November 20, 2026

Request for Information Deadline: **December 3, 2026** by **3:00 P.M. PT**
(Please email ***rodolfos@empire.k12.ca.us****)*

Bid Closing:

Date: **January 15, 2027**

Time: **3:00 P.M. PST**

Location: Empire Union School District Technology Department: 116 North McClure Road, Modesto, CA 95357

(Hand delivery only - See Submission Instructions attached)

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REQUEST FOR PROPOSAL
2027-WIRELESS
E-RATE CATEGORY 2 – NETWORK EQUIPMENT

BACKGROUND

The **Empire Union School District** (**EUSD**) is pleased to issue this Request for Proposal (RFP) for upcoming E-Rate for the purchase and installation of network equipment for the District including all equipment, material, and labor (See ATTACHMENT 5 for specifications).

The **Empire Union School District** is located in **Stanislaus** County and has a student population of approximately **2,700**. The District currently has six school sites and two non-instructional facilities.

The potential arrangement consists of an agreement to provide equipment and services based on E-Rate funding. The agreement will be contingent upon this funding, unless **EUSD** chooses to use another funding source.

The primary point of contact for this RFP is **Rodolfo Sandoval**, **Technology Supervisor**. Proposals in response to this RFP are due by **January 15, 2027 – NO LATER THAN 3:00 P.M**. **PST**. Proposals will be accepted in the following methods:

1) Hand delivery, in a sealed envelope, at the district's **Technology Department** located at **116 North McClure Road**, **Modesto, CA 95357**. The envelope or container must be clearly labeled and include the Service Provider Name, Address, Phone number, as well as the RFP number. Each service provider submitting a proposal shall submit a signed original proposal plus **3** copies of said proposal on **8-1/2" x 11" paper and a single digital copy in USB format**.

Unless extended by an amendment to the RFP, the due date and time for the receipt of proposal is on or before **January 15, 2027 at 3:00 P.M. P.S.T.**, to the district's Technology Department by the closing date and time.

Firms are strongly encouraged to submit any comments or exceptions to the RFP materials including the anticipated basis of the agreement, as described above.

Please direct any written inquiries to the attention of: **Rodolfo Sandoval**, **Technology Department** via email at **rodolfos@empire.k12.ca.us** no later than **December 3, 2026** by **3:00 P.M. PST**. General information regarding **EUSD** is available via the Internet at **www.empire.k12.ca.us**.

No phone calls will be accepted. No oral interpretation will be made to any Vendor as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the District. Unauthorized contact by the Vendor with other District employees or Board members regarding the RFP may result in disqualification.

INSTRUCTIONS AND CONDITIONS

1. DEFINITIONS:

   a. As used herein, "RFP" means this Request for Proposal, RFP # **2027-WIRELESS**.

   b. As used herein, "District" or "**EUSD**" means the Empire Union School District.

   c. As used herein, "Offeror" means the Firm or Contractor submitting a Proposal.

   d. As used herein, "Offer" means the Proposal.

   e. As used herein, "Contract" means an associated Agreement with the District.

   f. As used herein, "Contractor" means the Firm or Contractor that is awarded the contract with the District.

2. PREPARATION OF PROPOSAL

   a. CONTENTS OF PROPOSAL

   OFFERORS must submit an original proposal. All proposals shall address the following items in the order listed below. The proposal is to demonstrate the qualifications, competence and capacity of the Firm as well as specify the service, model and make of all equipment being proposed: (SEE ATTACHMENT 5 – SPECIFICATIONS for information that is required of bidders):

   i. COVER LETTER – Stating 1) the validity of the Firm's proposal/offer is firm and irrevocable for one (1) year after the RFP closing date or until the Schools and Libraries Division of USAC issues a funding decision for this project, whichever is later, 2) work will be completed on or before the Districts required completion date (if work is to be completed prior to Districts requirement, it must state so in the letter), and 3) other appropriate items. The proposal must bear the signature of a person duly authorized to sign the proposal on behalf of the Offeror, and reference this RFP and accept its terms and conditions or clearly and conspicuously indicate any exceptions. Also a brief statement that the Firm understands the rules and regulations involving E-Rate and that award of the contract is contingent upon funding.

   ii. DESCRIPTION OF FIRM - This section should provide a brief description of the Firm and statement of interest and qualifications for providing the requested equipment and services, include information regarding the size, location, nature of work performed, and years in business, and approach that will be used in meeting the needs of the District. The Firm should list and describe the Firm's professional relationships involving the District for the last three (3) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to perform the proposed

services. Also, the Firm shall give the District written notice of any professional relationships entered into during the period of this agreement.

iii. PERSONNEL - Submit resume(s) or profiles of the individual(s) who will be assigned to provide the requested services, including their qualifications and recent related experience providing similar services. The Offeror should state the size of the Firm and the number/nature of the staff to be employed in this engagement on a full-time and on a part-time basis. An affirmative statement should be included that the Firm and all assigned key professional staff are currently and properly certified or licensed to perform these services.

iv. CAPACITY & METHODOLOGY - Use this section to address the ability of the Firm to undertake and accomplish the required scope of work for which you are requesting consideration.

v. PAST PERFORMANCE – Description of past performances of similar service and related experience. In addition, the Firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the Firm during the past three (3) years with state regulatory bodies or professional organizations. The Firm will list the most relevant and significant engagements performed in the last three (3) years that are similar to the size of engagement described in this request for proposal. These engagements should be ranked on the basis of project size. The Firm will indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

vi. CUSTOMER SERVICE TO EUSD COMMITMENT – Describe how the Firm will provide service and fulfill the requirements and expectations of the District. Provide a description of how services will be performed by Offeror. Offerors are encouraged to provide additional information or description of resources the Firm feels is pertinent to the RFP. Include letters of reference or testimonials. Ongoing commitment to providing outstanding customer service, professional development/education of staff and the number and type of employees must be indicated.

vii. Firm Financial Statement.

viii. Offerors shall execute and submit with any proposal/offer, the Attachment 1 “Firm Proposal/Offer Form.”

ix. Offerors shall execute and submit with any proposal/offer, the Attachment 2 “Noncollusion Declaration Form.”

x. Each Offeror must answer the questions in Attachment 3 of the RFP entitled: “Information Required of Offeror.” Note: Questions may be answered in other sections of the proposal if clearly and conspicuously identified.

xi. Each Offeror must propose a Schedule of Fees and Charges (pricing) including the following information:

a. Equipment
    i. Hardware and software (if applicable)
        1. Manufacturer, make, and model
        2. Technical information including detailed specifications and product literature

b. Labor (if applicable)
    i. Detailed breakdown of hours and manpower to be used
    ii. Qualifications of manpower
    iii. Training, including classroom time, per diem expenses, or any other expenses deemed necessary by Offeror

c. Miscellaneous
    i. Warranties
    ii. Any other expenses deemed necessary by Offeror

xii. It is the sole responsibility of the Firm submitting the proposal to ensure that it is actually received by the District prior to the deadline time and due date at the district's Technology Department. Unless this RFP is extended by a written amendment, proposals received after the due date and time, will not be considered.

xiii. Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the proposal.

xiv. The proposal submitted must not contain erasure, interlineations, or other corrections unless each correction is clearly and conspicuously authenticated by signing in the margin immediately opposite the correction the name of the person signing the proposal. An Offeror will be bound by the terms and conditions of the proposal, notwithstanding the fact that errors may be or are contained therein. However, if material errors are actually discovered in a proposal, the District will notify the Offeror that the proposal, as submitted, appears to contain errors and require the Offeror to correct the errors.

xv. The District reserves the right to award the Agreement as a result of the initial proposals received, or it may elect to conduct negotiations with those Offerors as determined by the District, to be within an acceptable competitive range, or to negotiate separately with any Offeror when it is determined to be in the best interest of the District. In addition, the District may request that Offerors provide a best and final offer.

xvi. The District may request a meeting with the Offeror's representative to request answers and clarifications or it may request that the Offeror answer specific questions in writing, or to make a presentation to the District or to its Governing Board prior to any Agreement award.

xvii. The District may reject any or all proposals, and may waive informalities and minor irregularities in proposals received.

xviii. All proposals and materials submitted in response to this RFP shall become the property of the District and shall be considered a part of the Public Record.

xix. After acceptance of the proposal by the District, a contract between the successful Firm and the District will be executed and will consist of the terms and conditions of this RFP and the Specifications.

xx. All awards of this bid are contingent upon approved E-Rate funding awarded by the Schools and Libraries Division of the Universal Service Administrative Company. If E-Rate funding is not approved for the **Empire Union School District** this bid and all awards may be null and void. Although, the District may choose to use a different funding source if it deems appropriate, at which point this bid will be utilized.

3. EXPLANATIONS TO OFFERORS:

a. If an Offeror desires an explanation or clarification of any kind regarding this RFP, the Offeror must make a written request by email to **Rodolfo Sandoval** at **rodolfos@empire.k12.ca.us** no later than December 3, 2026, at 3:00pm PT. All questions and the District's answers will be posted on the USAC EPC website under the Form 470 #270002946 (https://data.usac.org/publicreports/Forms/Form470Rfp/Index) by December 7, 2026 at 3:00pm PT.

b. If an Offeror discovers any error such as an ambiguity, conflict, discrepancy, omission, or other error in the RFP, then the Offeror shall immediately notify the District in writing.

AMENDMENTS:

Offerors are advised that the District reserves the right to amend this RFP at any time before the proposal due date. All amendments will be issued in writing, posted on the USAC EPC website under Form 470 #270002946. Offerors are responsible for checking EPC for amendments before submitting a proposal.

If an amendment materially changes the scope of the RFP, the District will extend the proposal due date so that at least 28 days remain after the amendment is posted, as required by FCC rules, and will notify all potential bidders of the revised due date.

Offerors must acknowledge receipt of any and all RFP amendments. This shall be done by signing and returning the acknowledgement with the proposal submittal. Failure to do so may result in a proposal rejection.

4. VALIDITY OF FIRM PROPOSAL/OFFER:

   Due to the nature of E-Rate funding, each proposal/offer must be a firm, irrevocable offer and remain open for one (1) year after the RFP closing date or until the Schools and Libraries Division of USAC issues a funding decision for this project, whichever is later.

5. SUBMITTING PROPOSALS:

   Telegraphic, facsimile or email offers and modifications will NOT be considered.
   All offers must be submitted in the format outlined in the "**BACKGROUND**" section on page 4.

6. MODIFICATION OR WITHDRAWAL OF PROPOSAL:

   An Offeror may modify or withdraw a proposal after submission by written notice of withdrawal and re-submission provided that the proposal withdrawal is prior to the due date deadline specified for submission of proposals.

7. LATE PROPOSALS: No proposal or proposal modification received after the due date deadline will be considered

8. PROPOSAL EVALUATION:

a. It is anticipated that a contract will be made with the Offeror whose proposal is determined to be in the overall best interest of the District by applying the evaluation criteria established in this RFP.

b. A District Proposal Evaluation Committee will determine which, if any, proposal is in the District's overall best interest to accept. The committee members will utilize a scale of 100 points to score the proposals on the criteria identified. During the evaluation, the District may request proposal clarifications, explanations and answers from an Offeror. The District may request an Offeror presentation and interview.

c. EVALUATION CRITERIA

Offerors are advised that all proposals will be evaluated to determine which proposal is the overall best interest to the District. Accordingly, evaluation will include but not be limited to the following criteria:

i. Qualification: To be considered, each of the following (4) items are required: (1) the Offeror is an authorized manufacturer's representative, (2) the Firm has no conflict of interest with regard to any other work performed by the Firm for the District; (3) the Firm has a Service Provider Identification Number (SPIN) number on file with the Schools and Libraries Division (SLD); and (4) the Firm submits a demonstrable record of quality work.

ii. Past Performance: Experience and expertise of the Firm in providing similar equipment and services to other public entities, especially a school district, and including the Firm's experience and performance on comparable size school district engagements.

iii. Professional qualifications and specialized experience of the proposed staff including the quality of the Firm's professional personnel to be assigned to the engagements and the quality of the Firm's management support personnel to be available for technical consultation; and the adequacy of the proposed staffing plan for various segments of the engagement and adequacy of analytical procedures.

iv. Current capacity and likelihood of the Firm to accomplish the services herein for the duration of the time frame specified in the "Statement of Work" which include working during holidays, weekends, swing shifts, evening times, etc.

v. Equipment meets or exceeds Districts specifications.

vi. Completeness and clarity of proposal content.

vii. Fees and overall cost to District.

viii. If desired by the District to aid in the facilitation of evaluation, an oral interview and presentation.

ix. The proposal evaluation will be based 45 percent on cost of E-Rate eligible products and services, 25 percent on vendor's prior experience with comparable K-12 wireless projects, 20 percent on design and technical bid submittal, 10 percent on California K-12 school district references.

9. AGREEMENT REQUIREMENTS:

The Firm selected will also be required to promptly enter into an Agreement, Attachment 4 with the District. Particular attention should be paid to the following:

a. INSURANCE

The District requires that the Contractor must provide the following listing the District as additional insured:

i. Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than $1,000,000 per occurrence and an annual general aggregate limit not less than $2,000,000. The policy shall be endorsed to name the District, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.

ii. Workers' Compensation insurance with limits as required by the Labor Code of the State of **California** and Employers Liability insurance limits of $1,000,000 per accident.

iii. Business Automobile Liability Coverage with limits as required by the State of **California**.

iv. An Additional Insured Endorsement is required to accompany Certificate of Insurance, specifically naming **Empire Union School District** as Additional Insured with respects to the insured's General Liability policy as "**Empire Union School District** is named as additionally insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." The Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation.

This insurance is to be paid and maintained by the Contractor during the entire project. Failure to do so will be grounds for termination of contract under Termination for Default.

b. FINGERPRINTING AND CRIMINAL BACKGROUND INVESTIGATIONS

The Firm must execute a Certification by Contractor, Criminal Records Check District form prior to the performance of any work, if any work is to be performed on a school site.

c. COMPENSATION AND PAYMENT

The agreement will be for a fixed amount and will be paid for when work is completed. All invoices must be fully supported and detailed and reflect any actual time spent, equipment and material used, and units of work provided/completed.

10. PAYMENT TERMS:

Payment will be made by the SLD and on a Net 30 day term by the District after all work is complete by the Contractor and accepted by the District. A final punch list may be required to be completed by Contractor prior to final acceptance of work.

11. SCHEDULE/WORK PRIORITIES:

Work will begin after Board approval of the Agreement and issuance of a District Purchase Order. No equipment may be ordered, shipped or installed before April 1, 2027, unless the District directs otherwise in writing. All work that affects existing network connectivity on or after August 2, 2027, must be performed outside of school hours.

12. DELIVERY REQUIREMENTS:

All work is to be completed within sixty (60) days after a Purchase Order is issued by the District, or by the completion date stated in the Purchase Order or the approved project schedule, whichever is later. The District's target completion date is October 1, 2027. Equipment will be installed and work performed at the various sites as needed.

13. DRUG AND ALCOHOL FREE WORKPLACE :

The Contractor hereby certifies, under penalty of perjury, under the laws of the State of **California** that under the contract he will comply with the requirements of the DrugFree Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Empire Union School District Board Policy (BP 3513.4), Therefore, the work site shall be kept drug and alcohol free at all times

14. TOBACCO-FREE WORKPLACE :

The Contractor hereby agrees, under the contract, they will comply with the **District Policy 3513.3: Tobacco-Free Schools, available at:**
https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=36030652&revid=iplusRslshYRNUIXciIEjEEbWZEw==&ptid=amlgTZiB9plushNjl6WXhfiOQ==&secid=y1ZW0qRGjEafuplusqEjNeK2Q==&PG=6&IRP=0&isPndg=false

Federal Register
Vol. 87, No. 36 Wednesday,
February 23, 2022

Presidential Documents

Title 3— The President

Executive Order 14065 of February 21, 2022

Blocking Property of Certain Persons and Prohibiting Certain Transactions With Respect to Continued Russian Efforts To Undermine the Sovereignty and Territorial Integrity of Ukraine

By the authority vested in me as President by the Constitution and the laws of the United States of America, including the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (IEEPA), the National Emergencies Act (50 U.S.C. 1601 *et seq.*) (NEA), section 212(f) of the Immigration and Nationality Act of 1952 (8 U.S.C. 1182(f)), and section 301 of title 3, United States Code,

I, JOSEPH R. BIDEN JR., President of the United States of America, hereby expand the scope of the national emergency declared in Executive Order 13660 of March 6, 2014, and expanded by Executive Order 13661 of March 16, 2014, and Executive Order 13662 of March 20, 2014, and relied on for additional steps taken in Executive Order 13685 of December 19, 2014, and Executive Order 13849 of September 20, 2018, finding that the Russian Federation's purported recognition of the so-called Donetsk People's Republic (DNR) or Luhansk People's Republic (LNR) regions of Ukraine contradicts Russia's commitments under the Minsk agreements and further threatens the peace, stability, sovereignty, and territorial integrity of Ukraine, and thereby constitutes an unusual and extraordinary threat to the national security and foreign policy of the United States. Accordingly, I hereby order:

Section 1. (a) The following are prohibited:

(i) new investment in the so-called DNR or LNR regions of Ukraine or such other regions of Ukraine as may be determined by the Secretary of the Treasury, in consultation with the Secretary of State (collectively, the ''Covered Regions''), by a United States person, wherever located;

(ii) the importation into the United States, directly or indirectly, of any goods, services, or technology from the Covered Regions;

(iii) the exportation, reexportation, sale, or supply, directly or indirectly, from the United States, or by a United States person, wherever located, of any goods, services, or technology to the Covered Regions; and

(iv) any approval, financing, facilitation, or guarantee by a United States person, wherever located, of a transaction by a foreign person where the transaction by that foreign person would be prohibited by this section if performed by a United States person or within the United States.

(b) The prohibitions in subsection (a) of this section apply except to the extent provided by statutes, or in regulations, orders, directives, or licenses that may be issued pursuant to this order, and notwithstanding any contract entered into or license or permit granted prior to the date of this order.

Sec. 2. (a) All property and interests in property that are in the United States, that hereafter come within the United States, or that are or hereafter come within the possession or control of any United States person (including any foreign branch) of the following persons are blocked and may not be transferred, paid, exported, withdrawn, or otherwise dealt in: any person determined by the Secretary of the Treasury, in consultation with the Secretary of State:

(i) to operate or have operated since the date of this order in the Covered Regions;

(ii) to be or have been since the date of this order a leader, official, senior executive officer, or member of the board of directors of an entity operating in the Covered Regions;

(iii) to be owned or controlled by, or to have acted or purported to act for or on behalf of, directly or indirectly, any person whose property and interests in property are blocked pursuant to this order; or

(iv) to have materially assisted, sponsored, or provided financial, material, or technological support for, or goods or services to or in support of, any person whose property and interests in property are blocked pursuant to this order.

(b) The prohibitions in subsection (a) of this section apply except to the extent provided by statutes, or in regulations, orders, directives, or licenses that may be issued pursuant to this order, and notwithstanding any contract entered into or any license or permit granted prior to the date of this order.

Sec. 3. The prohibitions in section 2 of this order include but are not limited to:

(a) the making of any contribution or provision of funds, goods, or services by, to, or for the benefit of any person whose property and interests in property are blocked pursuant to this order; and

(b) the receipt of any contribution or provision of funds, goods, or services from any such person.

Sec. 4. (a) Any transaction that evades or avoids, has the purpose of evading or avoiding, causes a violation of, or attempts to violate any of the prohibitions set forth in this order is prohibited.

(b) Any conspiracy formed to violate any of the prohibitions set forth in this order is prohibited.

Sec. 5. Nothing in this order shall prohibit transactions for the conduct of the official business of the Federal Government by employees, grantees, or contractors thereof.

Sec. 6. (a) The unrestricted immigrant and nonimmigrant entry into the United States of noncitizens determined to meet one or more of the criteria in section 2 of this order would be detrimental to the interests of the United States, and the entry of such persons into the United States, as immigrants or nonimmigrants, is hereby suspended, except where the Secretary of State or the Secretary of Homeland Security, as appropriate, determines that the person's entry would not be contrary to the interests of the United States, including when the Secretary of State or the Secretary of Homeland Security, as appropriate, so determines, based on a recommendation of the Attorney General, that the person's entry would further important United States law enforcement objectives.

(b) The Secretary of State shall implement this authority as it applies to visas pursuant to such procedures as the Secretary of State, in consultation with the Secretary of Homeland Security, may establish.

(c) The Secretary of Homeland Security shall implement this order as it applies to the entry of noncitizens pursuant to such procedures as the Secretary of Homeland Security, in consultation with the Secretary of State, may establish.

(d) Such persons shall be treated by this section in the same manner as persons covered by section 1 of Proclamation 8693 of July 24, 2011 (Suspension of Entry of Aliens Subject to United Nations Security Council Travel Bans and International Emergency Economic Powers Act Sanctions). **Sec. 7**. I hereby determine that the making of donations of the types of articles specified in section 203(b)(2) of IEEPA (50 U.S.C. 1702(b)(2)) by, to, or for the benefit of any person whose property and interests in property

are blocked pursuant to this order would seriously impair my ability to deal with the national emergency declared in Executive Order 13660, expanded in Executive Orders 13661 and 13662, and further expanded by this order, and I hereby prohibit such donations as provided by section 2 of this order.

Sec. 8. For the purposes of this order:

(a) the term ''entity'' means a partnership, association, trust, joint venture, corporation, group, subgroup, or other organization;

(b) the term ''person'' means an individual or entity;

(c) the term ''United States person'' means any United States citizen, lawful permanent resident, entity organized under the laws of the United States or any jurisdiction within the United States (including foreign branches), or any person in the United States;

(d) the term ''noncitizen'' means any person who is not a citizen or noncitizen national of the United States; and

(e) the term ''region of Ukraine'' includes the land territory in that region as well as any maritime area over which sovereignty, sovereign rights, or jurisdiction is claimed based on purported sovereignty over that land territory or area.

Sec. 9. For those persons whose property and interests in property are blocked pursuant to this order who might have a constitutional presence in the United States, I find that because of the ability to transfer funds or other assets instantaneously, prior notice to such persons of measures to be taken pursuant to this order would render those measures ineffectual. I therefore determine that for these measures to be effective in addressing the national emergency declared in Executive Order 13660, expanded in Executive Orders 13661 and 13662, and further expanded by this order, there need be no prior notice of a listing or determination made pursuant to section 2 of this order.

Sec. 10. The Secretary of the Treasury, in consultation with the Secretary of State, is hereby authorized to take such actions, including the promulgation of rules and regulations, and to employ all powers granted to the President by IEEPA, as may be necessary to carry out the purposes of this order. The Secretary of the Treasury may, consistent with applicable law, redelegate any of these functions within the Department of the Treasury. All executive departments and agencies of the United States shall take all appropriate measures within their authority to implement this order.

Sec. 11. (a) Nothing in this order shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the **Director** of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.



THE WHITE HOUSE,
February 21, 2022.

[FR Doc. 2022–04020
Filed 2–22–22; 11:15 am]
Billing code 3395–F2–P

ATTACHMENT 1

FIRM PROPOSAL / OFFER FORM

This Proposal/Offer Form must be duly executed and submitted with any proposal/offer to **EUSD**.

The Offeror hereby agrees that its proposal/offer is subject to all RFP **#2027-WIRELESS** provisions, terms and conditions, attachments, exhibits, amendments and other applicable materials which are attached or incorporated by reference. Offeror hereby agrees to promptly enter into an agreement in substantial accordance with such RFP provisions, terms and conditions.

The Offeror hereby agrees that its attached proposal/offer of which this is part, is a firm and irrevocable offer and valid for acceptance by **EUSD** for the period of one (1) year after closing or until the Schools and Libraries Division of the Universal Service Administrative Company funds this project, whichever is greater. The Offeror hereby agrees that if its proposal/offer is accepted by **EUSD** that it shall provide all equipment and services in accordance with the RFP, as it may be amended.

Name of Person Duly Authorized to Execute this Proposal/Offer: _____

Duly Authorized Signature: _____

Title: _____

Date of this Proposal/Offer: _____

Offeror Name: _____

Offeror Address: _____

_____

Offeror Telephone: _____

Offeror Email: _____

Service Provider Identification Number (SPIN)_____

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 Erate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission ("FCC"). Funding is made available upon application approval by the Universal Service Administrative Company ("USAC"), which was established by the Act. The amount of discount is based on the numbers of students eligible to receive free and reduced-price meals.

1) E-RATE CONTINGENCY

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

2) SERVICE PROVIDER REQUIREMENTS

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

a. Service Providers are required to be in full compliance with all current rules and requirements and future rules and requirements issued by the FCC and USAC throughout the agreement period of any Agreement entered into as a result of this RFP/RFB/RFQ.

b. Service Providers are responsible for providing a valid Service Provider Identification Number ("SPIN"). More information about obtaining a SPIN may be found at this website: https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/

c. Service Providers are responsible for providing a valid Federal Communications Commission Registration Number ("FRN") at the time the

Proposal is submitted. More information about obtaining an FRN may be found at this website: https://www.fcc.gov/licensing-databases/commission-registration-system-fcc

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 from 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: https://www.fcc.gov/licensing-databases/fees/red-light-rule

e. Products and services must be delivered before billing and E-rate discounting can commence. At no time may the Service Provider invoice USAC 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 for further information on FCC requirements.

m. SPAM and/or robotic responses will not be considered valid Proposals and will be disqualified from consideration.

n. Any Service Provider proposals identifying contingency fees such as allocations for change orders, tariffs, or other speculative fees not specifically called out for in the scope and/or terms of the RFP/RFB/RFQ will automatically be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP/RFB/RFQ. Contingency fees not pre-approved by the Applicant will not be allowed.

o. Service Providers must maintain an active SAM.gov registration with a valid Unique Entity Identifier (UEI) and banking information, and

must file the annual FCC Form 473 (Service Provider Annual Certification) for each funding year of the Agreement. USAC cannot pay SPI or BEAR invoices without these on file.

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in its proposal will be allowed without prior written approval from the Applicant and a USAC service substitution approval with the exception of a Global Service Substitutions. See https://www.usac.org/e-rate/applicant-process/before-youre-done/service-substitutions/.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its Proposal shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

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

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

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

4) STARTING SERVICES/ADVANCE INSTALLATION

Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the Agreement's "effective date," E-rate eligible goods and/or services requested in this RFP/RFB/RFQ shall be delivered no earlier than the start of the **2027** funding year (July 1, **2027**). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

Early Funding Conditions

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

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

For more information, please refer to the FCC Order involving the Nassau

County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority/ Category 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL: https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/.

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

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

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

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

5) INVOICING

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the FCC Form 474 Service Provider Invoice (SPI). The Applicant will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (FCC Form 472). The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Funding Request Number ("FRN") and associated FRN Line Items and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from USAC and submission,

certification and USAC approval of FCC Form 486, the Applicant shall pay only its non-discounted share beginning with the billing cycle immediately following said approval. Alternatively, should the Applicant decide that it is in the best interest of the Applicant to file an FCC Form 472, the Applicant will inform the Service Provider of its intent.

b. The Service Provider agrees that it will not invoice USAC for equipment or services that have not been delivered to and accepted by the Applicant and installed. If equipment is being drop-shipped to the Applicant and the Applicant is responsible for installing the equipment, the Service Provider may not invoice USAC until equipment is received and accepted by the Applicant.

c. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the Applicant will only be responsible for paying its non-discounted share.

6) FCC/USAC AUDITS

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

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

During the term of any Agreement resulting from this RFP/RFB/RFQ, the Applicant may elect to procure additional or like goods and/or services offered by the Service Provider. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the Applicant's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The Applicant shall not enter into a separate Agreement for said goods or services. Service Providers must

state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

(CONTINUED NEXT PAGE)

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: _____

ATTACHMENT 2

NONCOLLUSION DECLARATION FORM

Empire Union School District

_____, being first duly sworn, deposes and says that he
(Full name)
or she is _____ of _____, the party
(Title) (Company/Firm Name)
making 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 bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

_____
(Signature of Bidder)

_____
(Company/Firm Name)

(NOTARIZATION IS NOT REQUIRED)

ATTACHMENT 3

INFORMATION REQUIRED OF OFFEROR

The Offeror shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached if necessary. “You” or “your” as used herein refers to the offeror’s firm and/or any of its owners, officers, Directors, shareholders, parties or principals.

If the same information is provided elsewhere in your proposal and qualification materials, then please clearly identify such in the following questions.

Please be advised that the District may request verbal or written clarifications or additional information or an interview or presentation at any time.

(CONTINUED NEXT PAGE)

SECTION A – GENERAL INFORMATION

(1) Firm name, address and contact information:

_____

_____

_____

_____

_____

_____

(2) Telephone: _____ Facsimile: _____

Internet Address: _____

(3) Type of firm: (check one)

Individual ☐ Partnership ☐ Corporation ☐ State ☐

(4) Names and titles of all principals/officers of the firm:

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(5) Please list any applicable certifications and licenses and the associated numbers:

_____

_____

_____

(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? _____

a. If Yes, give firm name, address and certification or license number.

(i) Name _____

(ii) Address _____

(iii) License No. (if any) _____

(7) How many years has your firm been in business under its present business name? _____.

(8) How many years of experience does your firm have providing similar services? _____.

(9) How many public agencies has your firm provided similar services for? _____.

(10) Please list the public agencies including School Districts and the like, that your firm has provided similar services for:

_____

_____

_____

_____

(11) Please attach a short history of the firm including whether it is local, national, or international as well as approximate number of employees. Also provide the number of firm offices and locations.

(12) Please attach a copy of your firm's most recent financial statement OR other financial instruments that would establish your firm's ability to complete its obligations under any agreement resulting from this RFP.

(13) Please attach or list below why your firm should be selected by the District to provide the solicited services.

SECTION B – LEGAL

(14) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? _____.

(a) If Yes, provide the name of the public agency and briefly detail the dispute:

_____

_____

_____

_____

(15) Have you ever had a services agreement terminated for convenience or default in the prior five (5) years? _____.

(a) If Yes, provide details including the name of the other party:

_____

_____

_____

_____

(16) Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? _____.

(a) If Yes, provide details:

_____

_____

_____

_____

(17) Is your firm, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? _____.

(a) If Yes, provide details:

_____

_____

_____

(18) Does your firm maintain errors and omissions coverage? _____.

If so, please provide a current copy of the declaration page showing the maximum liability or policy value.

(19) Will your firm comply with all District, Local, State and Federal legal requirements, regulations and laws? _____.

SECTION C – ADDITIONAL INFORMATION

(20) Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

REFERENCES

(21) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

_____

_____

_____

(22) Each firm must include the following references:

(a) List at least three clients for whom you have provided similar services. Show the names, addresses, and telephone numbers of the persons who can be contacted. Information obtained through the references will be evaluated by the District.

Name	Address	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify and declare under penalty of perjury under the laws of the State of **California** that the foregoing Information Required of Offeror pages one (1) through seven (7) is true and correct. Executed this ____ day of _____, 20___, at _____, State of _____.
City, County

_____
Signature

_____
Print Name

_____
Title

ATTACHMENT 4

SAMPLE AGREEMENT

THIS AGREEMENT is effective XXXXXXX , **[XXXX]**, and it is made by and between XXXXXXXXXXXXXXXXXXXXXXX, hereinafter referred to as "CONTRACTOR," and the **Empire Union School District**, hereinafter referred to as "DISTRICT."

WHEREAS, the DISTRICT is in need of special services and equipment as it relates to network equipment; and

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to provide the special services and equipment required.

NOW, THEREFORE, the parties hereto agree as follows:

1. CONTRACTOR shall provide the services and equipment in accordance with the requirements of the RFP **# 2027-WIRELESS** including the Specifications, which are hereby incorporated by reference into this Agreement.

2. The CONTRACTOR shall commence providing services under this Agreement upon issuance of a District Purchase Order, and no earlier than April 1, 2027, unless the DISTRICT directs otherwise in writing. The CONTRACTOR will diligently perform as required and complete said services as an independent contractor and not as an employee of the DISTRICT. Work shall be completed by the CONTRACTOR within sixty (60) calendar days after a Purchase Order is issued by the DISTRICT, or by the completion date stated in the Purchase Order or the approved project schedule, whichever is later.

3. The DISTRICT will prepare and furnish to the CONTRACTOR upon request such information as is reasonably necessary to the performance of the CONTRACTOR to this agreement.

4. The DISTRICT will pay the CONTRACTOR a total not-to-exceed amount of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXX
XXXXXXXXXXXXXXX) for equipment and services rendered pursuant to this AGREEMENT. Payable thirty (30) days after completion of work per the Statement of Work and Supplemental Terms and Conditions in conjunction with E-Rate rules.

5. The CONTRACTOR will hold prices firm for the duration of the associated E-Rate Funding Year(s) or until all work associated with the project(s) are complete (including any SLD approved extensions) and understands that these projects and services are dependent on partial funding from the E-Rate program.

SAMPLE

6. The DISTRICT may at any time and for any reason terminate this AGREEMENT and compensate CONTRACTOR only for services rendered to the date of termination. Written notice by the DISTRICT's Superintendent shall be sufficient to stop further performance of services by CONTRACTOR. The notice shall be deemed given when received or no later than (3) three days after the day of mailing, whichever is sooner.

7. CONTRACTOR agrees to and shall hold harmless and indemnify the DISTRICT, its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

   a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR upon or in connection with the services called for in this agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, or agents.

   b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, or agents.

   The CONTRACTOR, at CONTRACTOR's expense, cost and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the DISTRICT, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees in any action, suit, or other proceedings as a result thereof.

8. This AGREEMENT is not assignable or delegable without written consent of the parties hereto.

9. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.

10. CONTRACTOR, if an employee of another public agency, certifies that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this AGREEMENT.

SAMPLE

11. The parties have caused this AGREEMENT to be executed by duly authorized representatives as indicated below.

CONTRACTOR:

_____
(Signature, Authorized Representative)

_____
Signer's Name

_____
Title

_____
(SSN or Federal ID number)

_____
(Telephone)

_____
(Email Address)

_____
(Date)

DISTRICT:
[Entity Name]
[Address]
[City, State ZIP]

_____
(Signature, Authorized Representative)
[Signatory's Name]
[Signatory's Title]
[Entity Name]

_____
(Date)

DISTRICT Board of Education Approval Date: _____

Attachment: Certification – Criminal Records Check

SAMPLE

NOTICE TO CONTRACTORS REGARDING VALID CRIMINAL RECORDS SUMMARY (EDUCATION CODE SECTION 45125.1

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

The entity shall not permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.

- - - - - - - - - - - - - -

CERTIFICATION BY CONTRACTOR

To the Governing Board of _____ School District:

I, _____, am the _____ of _____,
Name of Individual Title Name of Contractor and I am authorized to execute this Certification on behalf of the Contractor.

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.

2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.

SAMPLE

3. I have obtained and reviewed the valid Criminal Records Summary of the following employees who will be performing services for the District:

_____	_____
_____	_____
_____	_____
_____	_____

If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____.
Date

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Contractor

_____
Address

_____
Telephone Number

SAMPLE

ATTACHMENT 5

SPECIFICATIONS RFP # 2027-WIRELESS; E-RATE CATEGORY 2 – NETWORK EQUIPMENT

Empire Union School District (**EUSD**) is seeking proposals for the upcoming year of E- Rate for NETWORK EQUIPMENT. **EUSD** wishes to take advantage of E-Rate funding discounts.

The successful bidder(s) will be responsible for participating in the Federal E-Rate program. In addition, the District may use this RFP to issue purchase orders and pay for items on a purchase order that are not eligible for E-RATE discounts. The District will pay the vendor using District funds for these purchases.

Prices must be held firm for the duration of the associated E-Rate Funding Year(s) or until all work associated with the project(s) are complete (including any School and Libraries Division (SLD) approved extensions)

These projects and services depend on partial funding from the E-Rate program.

- Applicant expects each Service Provider to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program.
- All contracts entered into as a result of this RFP will be contingent upon the specific funding of the FRN at the percentage rate submitted for.
- 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. The Service Provider will be responsible for invoicing the Schools and Libraries Division for the funded amount.
- No invoicing to USAC can take place before July 1, 2027.
- In the event of questions during the E-Rate audit process, the successful vendor is expected to reply within three (3) days to questions associated with their proposal.
- The contractor is responsible for providing a valid SPIN (Service Provider Identification Number) at the time the RFP is submitted
- The contractor is responsible for providing an FCC Registration Number (FRN). Any potential bidder found to be in Red-Light Status must provide the explanation required in the E-rate Supplemental Terms and Conditions, Service Provider Requirements, item d.
- All work is subject to the 100% approval of the project or purchase by the FCC under the E-Rate discount program of the Telecommunications Act of 1996.
- No change orders will be allowed for the work resulting from this posting.
- The Service Provider will be required to send copies of all forms and invoices submitted to SLD prior to invoicing the SLD to the District for our records.

All Service Providers will be responsible for procuring the discounted amount from the SLD. The District intends to use the SPI method (FCC Form 474) but reserves the right to use BEAR (FCC Form 472) as permitted by program rules; Service Providers must support both methods.

The Applicant reserves the right to deny any or all proposals associated with this RFP, even with SLD funding approval. The district reserves the right to accept the pricing proposal solely dependent upon SLD approval.

Prospective Service Providers will be required to submit three references, with the proposal describing experience with comparable projects in the K-12 customer market, their SPIN number and their FCC Registration Number (FRN). **Failure to supply these documents may be considered grounds for disqualification.**

In addition, the District reserves the right to fund, (proceed with project or purchase) or not to fund regardless of E-Rate approval.

The District requires certification by the awarded contractor, prior to project commencement, concerning criminal records check in accordance with **California** Law. Participating contractors must have an active (SPIN) Service Provider Identification Number with the SLD.

All questions or requests for clarifications should be addressed to **Rodolfo Sandoval** and submitted via email to **rodolfos@empire.k12.ca.us**.

Be aware that all potential bidders will be copied on the questions and responses.

(CONTINUED NEXT PAGE)

ATTACHMENT 5

RFP # 2027-WIRELESS; E-RATE Category 2 – NETWORK EQUIPMENT

Background Information

The District utilizes a **10 Gbps** dedicated internet access (DIA) circuit and **10 Gbps** WAN connections from each of its **six school sites**, with site traffic aggregating at the District Office.

Current Controller is a Ruckus SZ1004XE PORTS
Current APs are: Ruckus R710 and T300 with CAT6 cables from AP to IDF
Current Switches are: Extreme Networks 5420F-16MW-32P-4XE and 5420F-48P-4XE

SCOPE OF PROJECT/REQUIREMENTS

The District is seeking proposals from qualified Vendors (Vendor) to provide equipment and installation for an on-premise, district-wide wireless network upgrade including 229 access points and 1 wireless controller.

Locations (School sites included in this project):
District Office – Non-instructional facility
Maintenance & Transportation Building – Non-instructional facility
Capistrano Elementary
Empire Elementary
Glick Middle School
Hughes Elementary
Sipherd Elementary
Stroud Elementary

The District IT Department will test equipment for functionality. If it is determined that the network configurations for project do not perform to District specifications, the vendor will be required to reconfigure a device or devices until functionality and performance are in working order, no change orders will be accepted.

As part of this RFP, it is required that the VENDOR assigns a project manager as a single point of contact for all District communications including but not limited to technical support for system troubleshooting. The District Office IT Department and the Vendor Project Manager will meet once a week, every week until successful completion of scope of RFP. The project manager will develop a project schedule and timelines for KEY tasks, provide status updates, review the progress and provide a clear plan of implementation for the cut over. At project completion, the Vendor will provide as-built documentation, including a final access point map and configuration backups.

Furthermore, after complete implementation has commenced, the single manufacture solution must provide a toll free number that the District IT staff can contact for any technical support query for all Wireless Software and Hardware components.

All work done on or after August 2nd, 2027 that will affect the existing network connectivity must be done outside of school hours. The District's target completion date is October 1, 2027; all work must be completed within sixty (60) days after a Purchase Order is issued or by the completion date stated in the Purchase Order or the approved project schedule, whichever is later.

BRANDS: Brand names are included for descriptive purposes to indicate the quality, design, and utility desired by the District, but the specifications are not intended to restrict competition. Brands of equal make or type to those specified will be considered unless otherwise so indicated in the bid. Each bidder shall indicate the brand name and model number of the brand(s) being bid (even if indicated in the specification). Terms such as "As spec" or Bidder's item numbers instead of the manufacturer's name and model number may be considered non-responsive.

Access Points:
The District is looking for the following wireless solution. Clearly delineate eligible and ineligible costs. Partially eligible costs shall clearly show percentage of eligibility. Installation and configuration of the proposed solution are required and shall be included in the proposal. Access points, mounts and installation for the District Office and the Maintenance & Transportation Building (both non-instructional buildings) must be listed on separate line items, as they are non-instructional facilities and those costs are not E-rate eligible. Any hardware repair or replacement included in the proposed support plan (Watchdog Support or equivalent) must be priced separately per year.

School	*Unit Model*	*Qty*
Districtwide	Ruckus R670 (or equivalent)	222
Non-instructional Buildings	Ruckus R670 (or equivalent)	5
Districtwide	Ruckus T750SE (or equivalent)	2
Districtwide	Mounts	224
Non-instructional Buildings	Mounts	5
Districtwide	Installation	
Non-instructional Buildings	Installation	
Districtwide	3 Year Watch Dog Support (or equivalent)	224
Non-instructional Buildings	3 Year Watch Dog Support (or equivalent)	5

Controller:
The District is seeking a wireless controller solution to support the proposed wireless access point deployment. Please include and clearly delineate all costs associated with the proposed solution, including hardware, installation, configuration, warranty, licensing or subscription, and any other associated costs. Clearly identify eligible and ineligible costs. For partially eligible costs, clearly indicate the percentage of eligibility.
Installation and configuration of the proposed solution are required and shall be included in the proposal.

School	*Unit Model*	*Qty*
Districtwide	Ruckus SmartZone 144 (or equivalent)	1
Districtwide	Configuration	
Districtwide	Installation	
Districtwide	3 Year Watch Dog Support (or equivalent)	1
Districtwide	Controller Licensing	1

General Requirements (all required components) The successful Vendor will document:

- Vendor will have successfully implemented at least (3) three districtwide wireless implementations that addressed coverage and density.
- Vendor will have solution that is compatible with District Firewall (CheckPoint 23900). Documentation of compatibility is required.
- Vendor will have solution that is compatible with District Content Filter (ContentKeeper). Documentation of compatibility is required.
- Vendors providing integrated solutions will provide at least (3) three customer references of the proposed solution in similar scale and scope.
- Vendor will have solution that is compatible with the District's network topology.
- Vendor will have solution that authenticates and (preferably) authorizes with District
- Lightweight Directory Access Protocol (LDAP).
- Vendor will provide documentation of interoperability with HP IMC 7.3 version.
- It is preferred the system provide SMTP alerting.
- Please provide power consumption and connector requirement.

Certification Requirements (all required components): The successful Vendor will:

- Be appropriately certified in the proposed solution, if applicable.
- Be an Authorized Reseller.

Infrastructure:
Vendor will quote based on the information provided in the Statement of Work.

Planning:
The District has a number of initiatives it is reviewing. Please discuss how project implementation is approached by Vendor.

Pricing:
Vendor will provide pricing for all hardware, software, services, training, maintenance and warranties. Pricing will be itemized. Vendor will clearly indicate E-Rate eligible and noneligible items.