# YUCAIPA-CALIMESA JOINT UNIFIED SCHOOL DISTRICT

## CMAS REQUEST FOR PROPOSAL

**RFP #1 - 26/27**
**E-RATE FY 2027-2028 CATEGORY 2**
**TECHNOLOGY INFRASTRUCTURE UPGRADES**

# Yucaipa High School

**MANDATORY JOB WALK: November 23, 2026, 9:00 a.m.**
**Yucaipa High School**
**33000 Yucaipa Blvd, Yucaipa, CA 92399**

**RFP DEADLINE UP TO AND NO LATER THAN**
**December 21, 2026 @ 2:00 p.m.**

**SEALED PROPOSALS RECEIVED**
**ATTENTION: DIRECTOR PURCHASING**
**12797 THIRD STREET, YUCAIPA, CA 92399**
**E-RATE FY 2027-2028 CATEGORY 2**

**RFP #1 26/27**
**TECHNOLOGY INFRASTRUCTURE UPGRADES**
**Yucaipa High School**

**Timeline Schedule**. For your information, the following is the District's timeline:

| 470 + RFP Process Timeline | DUE DATES |
|---|---|
| Post and Certify E-Rate Form 470 and RFP | November 9, 2026 |
| Legal Ad Posting | November 9 & 16, 2026 |
| Mandatory Job Walk/Pre-Conference Mtg | Nov. 23, 2026 at 9:00 a.m. |
| Last Day for RFI's | December 2, 2026 at 2:00 p.m. |
| District Posts RFI Answers | December 4, 2026 by 4:00 p.m. |
| 28 Days (Required) Complete | December 21, 2026 |
| RFP Opening/Due Date | December 21, 2026 at 2:00 p.m. |
| RFP Evaluations Begin | December 22, 2026 |
| Board Approval of RFP | January 12, 2027 |
| Notice of Award | January 13, 2027 |
| Service Provider Signs Contracts and Returns | No later than January 28, 2027 |

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E-Rate Service Provider Information:
Service Provider Identification Number
FCC Green Light Status. FCC Registration Number (FRN)
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Submit a copy of Contractor's C-7 or C-10 License
Submit a copy of the current DIR registration

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## NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that the Board of Education of the Yucaipa-Calimesa Joint Unified School District (hereinafter referred to as the "District") of San Bernardino County, California, will receive sealed proposals/bids for:

Prospective bidders may secure this RFP at https://www.yucaipaschools.com/page/bidsrfprfqprojects

The Request for Proposals (RFP) **must be received by 2:00 p.m. on December 21, 2026,** at the Yucaipa-Calimesa Joint Unified School District, 12797 Third Street, Yucaipa, CA 92399, Attention: Purchasing Director.

One (1) original and three (3) copies, plus a digital copy on a Flash Drive, must be submitted in a sealed envelope/box clearly marked **"RFP #1 - 26/27 E-Rate FY 2027-2028 Category 2 Technology Infrastructure Upgrades.** No electronic (email) or facsimile (fax) proposals will be considered. Proposals received after the specified date and time will not be accepted and will be returned unopened.

Each proposal/bid received must be accompanied by the bidder's security in an amount of not less than 10% of the amount of the bid and all required Bid Forms as set forth in Contract Documents. Per Civil Code 3247, the successful bidder with a bid in excess of $25,000 will be required to furnish the District with a Performance Bond and Payment Bond equal to 100% of the successful bid, prior to execution of the contract. All bonds are to be secured from a surety company that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120 and is authorized by the State of California.

**A Mandatory Job Walk is scheduled on November 23, 2026, at 9 a.m.**
**Yucaipa High School-33000 Yucaipa Blvd, Yucaipa, CA 92399**
**Contractors are to assemble in front of the Administration Building**

The District reserves the right to accept or reject any and all proposals, to negotiate with any or all responsible bidders, and to waive any requirements of this RFP when it determines waiving a requirement is in the best interest of the District. No vendor may withdraw his proposal for a period of (180) calendar days after the date set for the receipt of proposals.

Vendors must participate in the E-Rate Program and must provide a Service Provider Identification Number (SPIN) and Federal Registration Number (FCC-FRN) with the proposal. Bidders are advised that this is a public works project and all contractors and subcontractors bidding on this project shall be registered with the Department of Industrial Relations pursuant to Labor Code 1725.5. Each Bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the appropriate classification for the work bid upon and must maintain the license throughout the duration of the Contract. A "C-7" or "C-10" license is required for this project.

Any inquiries regarding this RFP should be addressed in writing to Dennis Klein, Director - Purchasing & Facilities at dennis_klein@ycjusd.us, Lesley Williams, Facilities, Projects, and Purchasing Analyst at lesley_williams@ycjusd.us, or Shad Kirkland, Executive Director of Technology at shad_kirkland@ycjusd.us

**Published in San Bernardino Sun: November 9 & 16, 2026**

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## DISTRICT BACKGROUND

The Yucaipa-Calimesa Joint Unified School District is located at 12797 Third Street, Yucaipa, CA 92399, in San Bernardino County, and enrolls approximately 8,600 students in grades K-12. The District consists of seven (7) elementary schools, two (2) middle schools, one (1) high school, and additional program sites. For additional information, please visit our website at: www.yucaipaschools.com

## DISTRICT OBJECTIVE

Yucaipa Calimesa Unified School District is requesting proposals from qualified contractors to furnish all labor, materials, equipment, tools, supervision, testing, and closeout documentation required to upgrade the Yucaipa High School communications infrastructure. The work includes replacing the existing campus fiber backbone; upgrading MDF and IDF cabinets; replacing network electronics; replacing copper cabling; patching; grounding; certification; and related coordination required for a complete, operational installation.

The contractor shall provide a turnkey installation based on the requirements below and shall field verify existing conditions, route lengths, room identifiers, pathway capacity and quantities before ordering materials or beginning work. Any conflict between field conditions, room labels, quantities, or drawings shall be submitted to the District as an RFI before proceeding.

Disclaimer:
Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified.

*Contractors are required to bid all three Projects.

Project 1 Upper Campus (including Admin building and MDF)

- C9350-48UN-E switches (25 switches)
- IDF Cabinet Replacements (A-10, C-2, D-3, E-3, F-1, G-9, H-7, L-1, L-8, L-10, E-9, O-7, O-1)
- Provide and install Leviton 10136226 LANMARK-6 Category 6 U/UTP CMP blue data cabling
- Install new 6-strand single-mode indoor/outdoor fiber from each listed IDF to the Library MDF

Project 2 Lower Campus

- C9350-48UN-E switches (17 switches)
- IDF Cabinet Replacement (P-2, P-5, MPR, M-Hallway, Boys PE, Girls PE, Q-Building, T-101)
- Provide and install Leviton 10136226 LANMARK-6 Category 6 U/UTP CMP blue data cabling
- Install new 6-strand single-mode indoor/outdoor fiber from each listed IDF to the Library MDF

Project 3 M-Building (Upstairs)

- Hardwire 4 classrooms for student computer labs
- Provide and install power/data poles in rooms 201, 202, 204 and 205 to support thirty-six cables per room

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| Categorie | Required Work | Estimated Quantity |
|---|---|---|
| MDF and IDF cabinets | Replace or provide cabinets and wall racks as identified in the location matrix. Ground all new cabinets and racks. | MDF plus listed IDF locations |
| Fiber backbone | Remove existing 6 strand 62.5/125 multimode backbone fiber and install new 6 strand single-mode indoor outdoor fiber from each listed IDF to the Library MDF. | 22 listed fiber runs totaling approximately 24,000 feet |
| Network switching | Provide, install and configure Cisco C9350-48UN-E switches. | 42 switches |
| Copper cabling | Replace existing Category 5e workstation, access point and camera cabling with Leviton LANMARK-6 Category 6 U/UTP CMP blue cabling. | 1,400 Cat 6 cables |
| Copper patch cords | Provide Leviton Atlas-X1 Slimline Category 6 patch cords at cabinets as listed. | 1,400 one foot patch cords |
| Fiber optics | Provide Cisco SFP-10G-LR-S 10GBASE-LR SFP modules and Leviton LC to LC fiber patch cords. | 48 SFP modules; 2 fiber patch cords per upgraded IDF unless otherwise noted |
| Testing | Test and certify all installed fiber and copper cabling and provide electronic test results. | All new backbone and horizontal cabling |

# Yucaipa High School Infrastructure Upgrade: Detailed Scope of Work

## Site Survey and Planning

- Location Verification: Confirm all MDF, IDF, and remote communications locations prior to procurement.
- Pathway Inspection: Verify fiber backbone pathways from each listed IDF to the Library MDF. Identify any pathway obstructions or capacity issues before installation.
- Discrepancy Resolution: Confirm and resolve room name discrepancies found between the fiber length table and the location-specific notes (specifically regarding IDF 11.1, IDF 12.1, and IDF 22.1).

## Demolition

- General Removal: Remove existing cabinets, wall racks, switches, patch cords, Category 5e cabling, UPS units, and related components at all locations designated for demolition in the location matrix.
- Fiber Removal: Extract the existing 6-strand 62.5/125 multimode fiber backbone cabling serving the IDFs scheduled for replacement.

- MDF Library Demolition: Remove three 7-foot data cabinets, one router, two HA core switches, four network switches, 169 Category 5e patch cords, 169 Category 5e data cables, and five 2U UPS units. *Note: The existing server cabinet must remain.*
- Equipment Retention: Retain and reinstall the existing router and two core switches at the MDF once the new cabinet work is complete.

## MDF and IDF Cabinets

- Installation: Provide and install all new cabinets and wall racks specified in the location matrix. This includes all necessary accessories, mounting hardware, rail kits, brush grommets, and grounding components.
- Configuration: Configure cabinets in a patch panel/switch/patch panel/switch sequence, unless field conditions necessitate a District-approved adjustment.
- Grounding: Ground all new cabinets, wall racks, and equipment mounting systems.
- Equipment Reinstall: Reinstall the existing 1U Blonder Tongue equipment at IDFs 12.1, 13.1, and 15.1.

## Backbone Fiber

- New Cabling: Provide and install new 6-strand single-mode indoor/outdoor fiber optic cable connecting each listed IDF to the Library MDF.
- Fiber Housings: Install one new 1U fiber housing with LC connectors at each upgraded IDF, and two new 4U fiber housings with LC connectors at the MDF.
- Patch Cords & Modules: Provide Leviton 2-foot LC-to-LC fiber patch cords and Cisco SFP-10G-LR-S 10GBASE-LR SFP modules (two of each per upgraded IDF/MDF location, unless noted otherwise).
- Certification: Test and certify all installed fiber strands, providing comprehensive test reports with the closeout documentation.

## Network Electronics

- Switches: Provide, install, and configure Cisco C9350-48UN-E switches in the exact quantities detailed in the location matrix.
- SFP Modules: Provide all 10G single-mode SFP modules required by this scope.
- Configuration & Cutover: Configure switches to meet District network standards and coordinate all network cutover requirements directly with District IT staff.
- Minimizing Disruption: Preserve existing router and core switch functions at the MDF, coordinating their reinstallation to minimize service downtime.

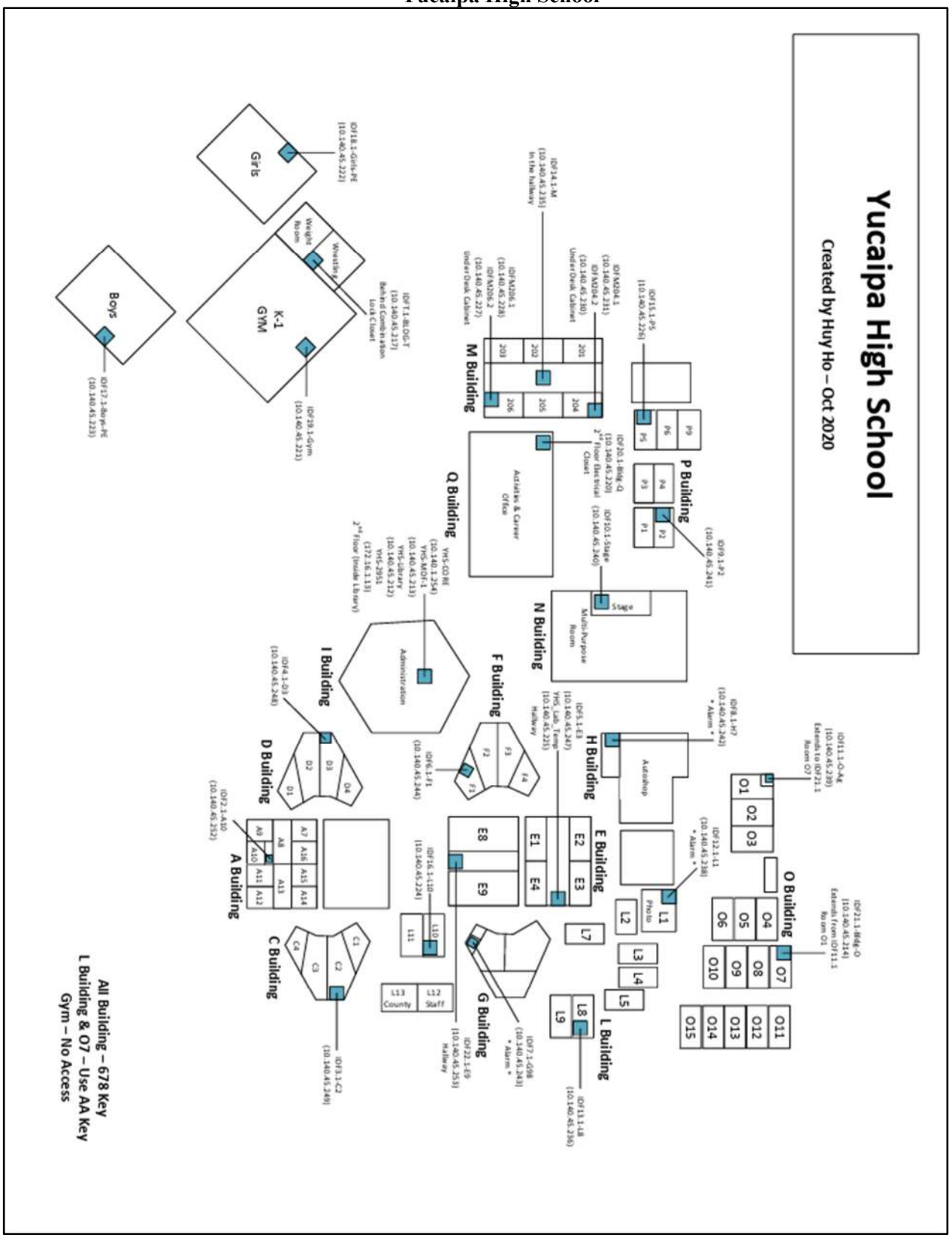
## Copper Cabling

- Data Cabling: Provide and install Leviton 10136226 LANMARK-6 Category 6 U/UTP CMP blue data cabling for all workstation, access point, and camera locations listed in the base scope.
- Patch Cords: Provide and install Leviton 6D560-1L Atlas-X1 Slimline Category 6 one-foot patch cords in the quantities specified in the location matrix.
- Termination: Terminate, label, and test all new copper cabling.
- IDF 14.1 (Rooms 201, 202, 204, 205): Provide and install power/data poles in these specific rooms to support 36 data cables per room. Install electrical outlets within the poles to support 36 laptop computers in each room.

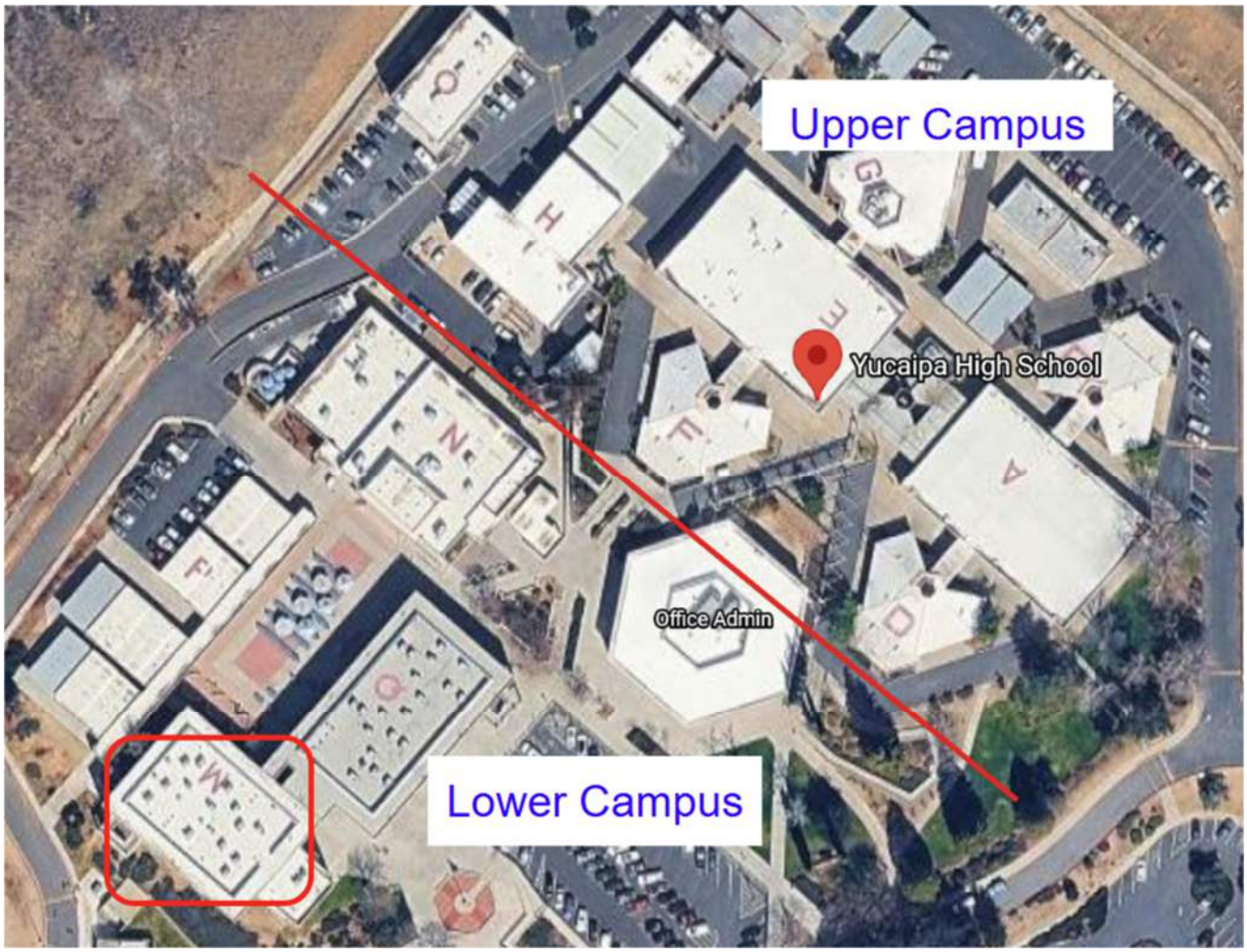
## Testing and Acceptance

- Performance Certification: Test and certify all new copper cabling to Category 6 performance standards, and all new single-mode fiber strands post-termination.
- Defect Resolution: Correct any failed tests, damaged cables, improper terminations, labeling errors, or workmanship defects at no additional cost to the District.
- Reporting: Submit electronic test reports cleanly organized by MDF, IDF, cable identifier, and location.
- Final Acceptance: Final project acceptance is contingent upon a fully completed installation, successful test results, a completed District walkthrough, and the receipt of all required closeout documentation.

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## RFQ CMAS/NASPO Requirements

For the purposes of this RFQ, the terms "Service Provider" and "Vendor" may be used interchangeably and have the same meaning, whether stated or not.

All Service Providers/vendors responding to the posted Form 470 are to be listed as California Multiple Awards Schedule (CMAS) and/or NASPO VALUEPOINT Service Providers. Public Contract Code (PCC) Sections 10290 et seq. and 12101.5 include approval for local government agencies to use CMAS for the acquisition of information technology and non-information technology products and services.

A local government agency is any city, county, city and county, district, or other local governmental body or corporation, including the California State University (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.

FOR CMAS: In addition to the requirements outlined in this RFQ, service providers may be subject to additional requirements as outlined in the CMAS Program:

https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules

For NASPO VALUEPOINT: All proposals must be submitted by NASPO VALUEPOINT Authorized Resellers that have been approved by the State Contract Administrator.

Public Contract Code sections 10298-10299 allow the Department of General Services, Procurement Division (DGS-PD) to enter into cooperative purchasing agreements with other states. Cooperative agreements are available to all State of California governmental entities (State departments, agencies, cities, counties, school districts, universities, etc.) that expend public funds for the acquisition of both goods and services.

The DGS-PD has elected to participate in the following multi-state cooperative agreements established by other states participating in the NASPO ValuePoint Cooperative Program and other cooperative programs as specified in the link below.

https://www.naspovaluepoint.org/

It is the responsibility of service providers to familiarize themselves with CMAS and/or NASPO VALUEPOINT requirements.

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## INSTRUCTIONS TO BIDDERS

**Acceptance Period.** Unless otherwise specified herein, proposals are firm for a period of (180) calendar days.

**Addenda/Addendum/Amendment Acknowledgment**. Each proposal shall include specific acknowledgment in the space provided in the Official Proposal Form of receipt of all addenda issued during the solicitation period. Any amendments or clarifications will be posted on the E-Rate section on the District's website (same section where this RFP is posted).

**Authorized Signature.** Every proposal must be signed by the person or persons legally authorized to bind the Bidder to a contract for the execution of the work. Upon request of the District, any agent submitting a proposal on behalf of a Bidder must provide a current power of attorney certifying the agent's authority to bind the Bidder.

**Award of Proposal.** Award of proposal is contingent upon the approval of funding from the Schools and Libraries Universal Service Administrative Company. The successful bidders agree to bill and receive a portion of the payment for the provisions of goods and services described herein directly from the Universal Service Administrative Company ("USAC"), and/or the Schools and Libraries Division ("SLD"). The District and successful Bidders will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements. It is understood that the District is liable for any charges incurred that are not funded by E-Rate. It is also understood that the District will manage its own obligations under the E-Rate program. Even after award of contract(s), the District may or may not proceed with the project, in whole or in part, even in the event E-Rate funding is approved. Execution of the project, in part or in whole, is solely at the discretion of the District.

The Yucaipa-Calimesa Joint Unified School District will be the only judge of the quality, methodology, and suitability of the service offered by the Bidder in the proposal. Pursuant to the State of California Public Contract Code 20118.1, which permits the District to competitively negotiate such a contract, the action of the governing board will be made to the Bidder whose proposal meets the evaluation standards set forth in this Request for Proposal and will be the most advantageous to the District, with price and all other factors considered. Low bid does not constitute an award.

The District reserves the right to reject any or all proposals without identifying the case of such rejection(s), or to waive any irregularities or informalities in any proposals or in the proposal process. The District reserves the right to withdraw this RFP at any time without prior notice. Further, the District makes no representations that an agreement will be awarded to any prospective Bidder responding to this Request for Proposal. The District also reserves the right to award its total requirements to one Bidder, or to apportion those requirements among several Bidders, as the District may deem to be in its best interests. The District reserves the right to negotiate with other than the selected Bidder should negotiations with the selected Bidder be terminated, to negotiate with more than one Bidder simultaneously, or to cancel all or part of this RFP.

All responsive proposals will be reviewed and evaluated by the District in order to determine which bidder/s best meets the District's needs for this project by demonstrating the competence and professional qualifications necessary for the satisfactory performance for project completion. The criteria by which the District shall evaluate proposals are set forth in the RFP.

**Basis of Selection.** No commitment will be made to select a Bidder's system solely on the basis of price. Selection will be made on a combination of factors, including: price; the degree to which the proposed services meet functional and service level of requirements; the quality of the service architecture, particularly in regards

to business continuity and achievement of service level objectives; support procedures and service levels; our ability to understand and work with service billing; competence and reputation of the Bidder; as well as any other factors that the District deems appropriate and in the best interest of the District. Points will be awarded based on the Evaluation Criteria specified in this RFP for a total sum of 100 points, and the Bidder with the highest points total will be considered for RFP award.

**Cancellation of Solicitation.** The District may cancel this RFP at any time.

**Compliance with Laws.** Services must be fully compliant with all applicable requirements as specified in the RFP contract, including all District and San Bernardino County policies, regulations, and permits and all State and Federal laws.

**Contract Award**. A contract with the selected Bidder and the District will be executed by both parties once it is awarded by the Board of Education in January 2027. If agreement on the terms and conditions that are acceptable to the District cannot be achieved by that time frame, the District reserves the right to continue negotiations or to award the proposal to another Bidder and begin negotiations with that vendor.

**Contract Terms and Conditions.** It is the responsibility of the Bidder to carefully and thoroughly examine and be familiar with legal and procedural documents, all forms, exhibits, and addenda (if any). If the person or business submitting a proposal is unable to agree to the terms and conditions set forth in the Agreement, the proposal must indicate the specific sections of the Agreement that are not acceptable and submit alternate language with a narrative explanation of each proposed change. Although the District will consider alternate language proposed, the District will not be bound by Agreement language received as part of the response. Once the Vendor has received a Notice to Proceed, the Vendor shall complete all work for the Project as determined by the Executive Director of Technology or as extended by the District in writing.

**Cost of Preparing Proposal**. All costs incurred in the preparation of the proposal will be the responsibility of the Bidder and will not be reimbursed by the District.

**Documents to be returned with proposal.** The documents that must be returned by the submittal deadline are listed below:

a. Official Bid/Proposal Form with Scope of Work and Pricing
b. Bid Bond
c. Non-Collusion Declaration
d. Designation of Subcontractors
e. E-rate Certification
f. References (minimum of 3)
g. E-rate Service Provider Information
    i. Service Provider Identification Number
    ii. FCC Green Light Status, FCC Registration Number (FRN)
h. Submit proof of Technical Qualifications – Certifications
i. Copy of required Contractor's C-7 or C-10 License
j. E-Rate Supplemental Terms and Conditions

**Documents to be returned after contract award.** The documents that must be returned after contract award are listed below:

a. Agreement Form
b. Performance Bond, if applicable
c. Payment Bond, if applicable
d. Payor's Request for Taxpayer's Identification Number
e. Drug-Free Workplace Certification
f. Workers Compensation Certification
g. Asbestos-Free Material Certification
h. Recycled Content Certification
i. Fingerprint Affidavit Compliance
j. Rules of Conduct for Contractors
k. Employment Certification
l. Site Certification
m. Warranties and Guarantees
n. Insurance Certificates
o. Debarment and Suspension Certification

**Discrepancies.** If discrepancies are found between the copies, or between the original and copy or copies, the original "Master" will provide the basis for resolving such discrepancies. If one document is not clearly marked "Master," the District reserves the right to use the original as the Master. If no documents can be identified as an original document with original signatures, the proposal may be rejected at the discretion of the District.

**Disqualification of Bidder.** If there is reason to believe that collusion exists among the Bidders, the District may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name will make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for.

**Evaluation Factors for Award.** Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration given to operational, technical, cost, and management requirements.

The following elements will be the primary consideration in evaluating all submitted proposals and in the selection process:

a. 40% - Price of E-Rate ELIGIBLE products and services, including unit prices, labor rates, travel/trip charges (if applicable), etc.
b. 20% - Proposal preparation, thoroughness, and responsiveness to this request for proposal.
c. 15% - Bidder's experience, Yucaipa-Calimesa Joint Unified School District's prior experience with Bidder (if any), overall installation and integration capabilities based upon performance record and availability of sufficient high-quality personnel with the required skills and experience for the specific approach.
d. 15% - The extent to which the Bidder's solution fulfills Yucaipa-Calimesa Joint Unified School District's stated requirements as set forth in this RFP.
e. 10% - Client references and/or citations from prior installations where equal services have been provided for projects of similar size and scope.

The evaluation committee may contact any Bidder to clarify any response, contact any current users of the Bidders' services, solicit information from any available source concerning any aspect of the proposal; and seek and review any other information deemed pertinent to the evaluation process. The Yucaipa-Calimesa Joint

Unified School District may choose to ask clarification questions or request additional information. All responses will be required in writing; incomplete or unclear responses will result in rejection of the proposal.

Discussions and/or interviews may, at the District's sole option, be conducted with Bidder to permit further evaluation and to allow the District to inquire further into the Bidder's experience on similar projects and other relevant inquiries. All Bidders will be accorded fair and equal treatment with respect to any opportunity for discussion and/or interviews and any written revisions of proposals.

Until a contract resulting from the RFP is executed, no employee, agent, or representative of any Bidder shall make available or discuss its proposal with any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District unless specifically allowed to do so in the RFP or in writing by the District for the purpose of clarification and evaluation.

A notification of Intent to Award will be sent to the selected Bidder(s) and posted on the District website, www.yucaipaschools.com. Award is contingent upon the successful negotiations of final contract terms.

Please note that the District, at its sole discretion, reserves the right at any time during the process to reject any and all proposals that are not in the best interest of the District.

Proposals found to be incomplete may be rejected as non-responsive, and proposals not deemed to be competitive will be rejected.

**Insurance Requirements.** Proposers will be required to provide, prior to commencing the work, and maintain during the life of the contract, a certificate of insurance that includes standard types and minimum amounts listed below:

a. Commercial General Liability Insurance in the amount of $1,000,000 General Aggregate; $1,000,000 Each Occurrence - combined single limit for bodily injury & property damage, with endorsement naming Yucaipa-Calimesa Joint Unified School District and California Schools Risk Management as Additional Insureds.

b. Business Automobile Liability Insurance; $1,000,000 each accident - combined single limit for bodily injury & property damage.

c. Workers' Compensation Insurance; including Employers Liability limits of $1,000,000 and other limits as required under California law.

d. Professional Liability Insurance: $500,000 per occurrence and aggregate

**Items & Services.** The District reserves the right to purchase items and services over and above the quantities specified in this RFP. At the same time, if the District does not receive funding or is awarded limited funding from the Schools and Library Division, the District, at its option, may purchase part or all of the items and services agreed to as per the executed contract.

**Interpretation of Contract Documents.** If any person is in doubt as to the true meaning of any part of the scope of work, or other proposed contract documents, or finds discrepancies in, or omissions from the proposal, he/she may submit to the District a written request for an interpretation or correction thereof. The requesting party is responsible for prompt delivery of any requests. Any interpretation or correction of the documents will be made only by addendum duly issued, and a copy will be provided promptly to all parties recorded as having received contract documents.

**Invoicing.** The Bidders must submit detailed invoices for services rendered. All invoices will be paid in arrears within 30 days from the date of receipt. Refer to E-Rate Supplemental Terms and Conditions included in this RFP.

**Licensing and Certification.** If providing cabling work, Bidders and their subcontractors must have and maintain in good standing the appropriate classification of California State contractor's license during the entire term of the contract. A "C-7" or "C-10" license is required for this project, in addition to a current registration with the Department of Industrial Relations pursuant to Labor Code 1725.5.

**Liquidated Damages.** All work must be completed within the time limit set forth in the RFP document. It is agreed that damages for the failure to complete the Project described herein within the time limits required is five hundred dollars ($500) for each consecutive calendar day.

**Modifications or Withdrawals.** Bidders' authorized representatives may withdraw proposals only by written request received by Purchasing Services before the proposal submittal deadline. Bidders may not amend proposals after the closing date and time, unless as a result of negotiations commenced by the District.

**Payment & Performance Bonds.** The successful Bidders, upon notice of award and prior to commencing the project, shall furnish a Payment and Performance Bond in the amount of one hundred percent (100%) of the contract sum.

**Prevailing Wage.** Pursuant to Labor Code, section 1770, the successful Bidders and each of their subcontractors will be required to pay not less than the general prevailing rates of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract ("Prevailing Wages"). Copies of prevailing wage rates of per diem wages are available at the Department of Industrial Relations website at (www.dir.ca.gov/dlsr/pwd ).

**Prevailing Wage-California Senate Bill 854**. This bill was signed into law on June 20, 2014, became effective immediately, and made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). It established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements. The fees collected through this new program will fund compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

**All contractors and subcontractors intending to bid or perform work on public works projects will be required to register and annually renew online for the program.**

Bidders are advised that this may require a public works project, and all contractors and subcontractors bidding on this project shall be registered with the Department of Industrial Relations prior to entering into a contract with the District pursuant to Labor Code 1725.5.

Contractors and subcontractors submitting bids must be registered with the District through Quality Bidders. The requirement to use only registered contractors and subcontractors on public works projects greater than $1,000 applies to all projects awarded on or after April 1, 2015. No bid can be accepted, nor any contract or subcontract entered into, nor purchase order issued, without proof that the contractor or subcontractor is registered.

**Contractor's License, DIR Registration and CUPCCAA Registration**

The Contractor must possess the appropriate license for the work to be performed in this RFP, and the Vendor/Contractor must maintain the license throughout the duration of the contract. If, at the time of award of the contract, the bidder is not licensed to perform the project in accordance with Division 3, Chapter 9, of the

Business and Professions Code for the State of California, such a proposal will not be considered, and the Vendor will forfeit its bid security to the District.

Yucaipa-Calimesa Joint Unified School District is now utilizing the California Uniform Construction Cost Accounting Act (CUPCCAA). Vendors interested in working with the District must register through Quality Bidders and be approved 10 days before the RFP opening at https://www.qualitybidders.com/users/sign_up

**Proposal Content.** Proposers must describe in detail how they will meet the requirements of this RFP and may provide additional related information in the submission. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Scope of Work & Pricing.

**Proposal Copies, Quality and Submittal.**

a) Copies: One original proposal and three (3) copies must be submitted on or before December 21, 2026, by 2:00 p.m. Bidders must submit one (1) original proposal marked "Master" and three (3) identical copies. Include in the submittal one PDF version of the entire proposal on a USB device.

b) Delivery: Sealed envelopes containing (1) one original and (3) three copies should be marked "RFP # 1 26/27 E-Rate FY 2027-2028 Category 2 Technology Infrastructure Upgrades" and mailed to: Yucaipa-Calimesa Joint Unified School District, Attention: Dennis Klein, Director - Purchasing & Facilities, 12797 Third Street, Yucaipa, CA 92399.

c) Quality of Proposal: Unnecessarily elaborate or glossy proposals are neither expected nor desired. Emphasis should be placed on conformity to the instructions, requirements of this RFP, and completeness and clarity of content.

d) Signature: Proposal must be signed by the person or persons legally authorized to bind the Bidder to a contract for the execution of the work.

e) Service Provider shall provide one (1) complete copy of their valid CMAS and/or NASPO VALUEPOINT Contract or valid web address to all contract pages.

f) Submission of proposals by facsimile or e-mail is not acceptable. The Bidder is entirely responsible for the means of delivering the proposal to the appropriate office on time. The proposal must be completed and delivered in sufficient time to avoid disqualification. LATE PROPOSALS WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

**Proprietary Information.** If a Bidder does not desire certain proprietary information in their response to be disclosed, the Bidder is required to identify all proprietary information in the response and label part(s) "CONFIDENTIAL." If the Bidder fails to identify proprietary information, it agrees by submission of its response that those sections shall be deemed nonproprietary and may be made available upon public request after a contract award.

**Protests.** A Bidder may protest the award of this RFP if he believes that the award was inconsistent with the RFP's specifications, requested information, or was not in compliance with the law.

a. Filing of Protest: **Please note the filing window for a protest is very short due to the board meeting schedule and the closing of the SLD filing window.** A protest must be filed, in writing (e-mail is not acceptable), with the Superintendent or designee before 2:00 p.m. on December 30, 2026. The Bidder shall submit all documents supporting or justifying the protest. A Bidder's failure to timely file a protest shall constitute a waiver of his rights to protest the award of the contract.

b. The protest document must contain a complete statement of any and all bases for the protest, including, without limitation, all facts, supporting documentation, legal authorities, and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible, and credible evidence.
c. The protest must refer to the specific portions of all documents which form the basis for the protest.
d. The protest must include the name, address and telephone number of the person representing the protesting party.
e. Any protest not conforming to the foregoing shall be rejected by the district as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the district's Superintendent or designee shall review and evaluate the basis of the bid protest. Superintendent or designee shall provide the Bidder submitting the bid protest with a written statement concurring with or denying the bid protest by February 11, 2027; the decision of the Superintendent or designee shall be final. The Superintendent or designee may also convene a meeting with the Bidder in order to resolve the problem.
f. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of a bid protest; failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

**Questions.** Questions, explanations, or interpretation of the solicitation must be submitted in writing as per the timeline, and District will post responses as per the timeline to the district website www.yucaipaschools.com Any information given to a prospective Bidder will be furnished promptly as an Addendum to the solicitation if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Bidders. Requests for Information (RFI's) regarding this solicitation should be e-mailed directly to: Shad Kirkland, Executive Director of Technology, at shad_kirkland@ycjusd.us no later than 2:00 p.m. December 2, 2026. District will post responses to properly submitted RFI's no later than 4:00 p.m. on December 4, 2026, at www.yucaipaschools.com

**Reseller Authorization.** Bidders must possess and submit certification and/or "reseller authorization" from the hardware/software manufacturer(s) for the applied section(s). (e.g., Cisco, etc.).

**Equivalency Language.** For convenience in designation on the plans or in the scope of work, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal".

**Schools & Libraries Division (SLD) Requirements.** Prospective Bidders are to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

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:
http://www.fcc.gov/debt_collection/welcome.html

**Taxes.** Current sales tax for San Bernardino County is 8.75%. Taxes must be included in the proposal prices.

**RFP #1 26/27**
**TECHNOLOGY INFRASTRUCTURE UPGRADES**
**Yucaipa High School**

# OFFICIAL BID/PROPOSAL FORM

## YUCAIPA-CALIMESA JOINT UNIFIED SCHOOL DISTRICT

# BID FORM

Board of Education
Yucaipa-Calimesa Joint Unified School District
12797 Third Street
Yucaipa, CA 92399

Pursuant to and in compliance with your Notice to Contractors Calling for Bids and other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings, plans, specifications and other Contract Documents hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the construction of the Project described below, all in strict conformance with the drawings and other contract documents on file at the offices of said District for amounts set forth herein.

**CMAS REQUEST FOR PROPOSAL (RFP)**

**RFP #1-26/27**
**E-RATE FY 2027-2028 CATEGORY 2**
**TECHNOLOGY INFRASTRUCTURE UPGRADES- DISTRICT-WIDE**

**EQUIPMENT SPECIFICATIONS AND QUANTITIES & OR EQUIVALENT**

Project 1.1 Upper Campus (including Admin building and MDF)

- C9350-48UN-E switches (25 switches)
- IDF Cabinet Replacements (A-10, C-2, D-3, E-3, F-1, G-9, H-7, L-1, L-8, L-10, E-9, O-7, O-1)
- Provide and install Leviton 10136226 LANMARK-6 Category 6 U/UTP CMP blue data cabling
- Install new 6-strand single-mode indoor/outdoor fiber from each listed IDF to the Library MDF

Project 1.2 Lower Campus

- C9350-48UN-E switches (17 switches)
- IDF Cabinet Replacement (P-2, P-5, MPR, M-Hallway, Boys PE, Girls PE, Q-Building, T-101)
- Provide and install Leviton 10136226 LANMARK-6 Category 6 U/UTP CMP blue data cabling
- Install new 6-strand single-mode indoor/outdoor fiber from each listed IDF to the Library MDF

Project 1.3 M-Building (Upstairs)

- Hardwire 4 classrooms for student computer labs
- Provide and install power/data poles in rooms 201, 202, 204 and 205 to support thirty-six cables per room

**RFP #1 26/27**
**TECHNOLOGY INFRASTRUCTURE UPGRADES**
**Yucaipa High School**

Name of Bidder: _

_____

Address: __

_____

E Mail/Phone ___

_____

**ADDENDA**

The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda)

Addendum No. _____Date Received _____
Addendum No. _____Date Received _____
Addendum No. _____Date Received _____

## 1. BASE BID – E-Rate FY 2027-2028 Cat 2 Technology Infrastructure Upgrades

Project 1.1 – Upper Campus and MDF

**$_____**

Project 1.2– Lower Campus

**$_____**

Project 1.3 – M-Building Computer Labs

**$_____**

**ALLOWANCE**

**$170,000.00**

**TOTAL BID AMOUNT OF PROJECTS 1.1 + 1.2 + 1.3 + ALLOWANCE = TOTAL BID**

**$_____**

**_____Dollars,**

**including all applicable taxes, permits, and licenses.**
***Bid will be awarded per total bid amount. Dependent on available district funding, scope may be removed.**

On the Bid Form, Specification Section 00400, in the **TOTAL SUM** line item: if there is a discrepancy of the TOTAL SUM between the numerical value and the written value, the written value shall take precedence and be considered the true TOTAL SUM."

## TIME FOR COMPLETION

District may give a Notice to Proceed within three (3) months of the award of the bid by District, after all contract documents have been received and pending board approval. Once Contractor has received the Notice to Proceed, Contractor shall complete the work in the time specified in the Supplementary General Conditions. District anticipates the Notice to Proceed will be given during February 2024, pending board approval.

In the event District desires to postpone the giving of the Notice to Proceed beyond this three (3) month period, it is expressly understood that with reasonable notice to the Contractor, the giving of the date to proceed may be postponed by District. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the giving of the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to Contractor, Contractor may terminate the Contract with written notice to District within ten (10) days after receipt by Contractor of District's notice of postponement. It is further understood by Contractor that in the event Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the work that Contractor had performed at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidders.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

Attached is bid security in the amount of not less than ten percent (10%) of the bid:

_____Dollars ($_____)

Bid bond Certified Check Cashier's Check Cash.

**(Circle one)**

**The required list of designated subcontractors, complete with DIR Registration #, is attached hereto.**

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted. The

undersigned will also furnish and deliver to the District the Performance Bond, Payment Bond and certificates of insurance as specified, all within (5) five calendar days after receipt of notification of

award. The work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's Notice to the Contractor to Proceed and shall be completed by the Contractor in the time specified by the District.

Notice of Intent to Award Contract or other correspondence should be addressed to the undersigned at the address stated below.

The names of all persons interested in the foregoing proposal as principals are as follows:

_____
Name of Bidder

_____
Type of Organization

_____
Signed by Print Name

_____
Title of Signer

_____
Address of Bidder

_____

Phone Number_____
Fax Number_____

E mail address: _____

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.)

The undersigned bidder shall be licensed in accordance with the act providing for registration of contractors and documented as follows:

Bidder's California Contractor's License Number is:_____
License expiration date is:_____
License in the Name of:_____
Type of License:_____
DIR Registration No. _____Expiration Date:_____

If the bidder is a joint venture, each member of the joint venture must include the above information.

**RFP #1 26/27**
**TECHNOLOGY INFRASTRUCTURE UPGRADES**
**Yucaipa High School**

Pursuant to Section 7103.5 of the Public Contract Code, by submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the

Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

_____
Proper Name of Bidder

_____
Address

_____
Signature of Bidder Date

I, _____, the _____ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct. Executed on this _____ day of _____, at _____ _____ County, California.

Proper Name of Bidder _____

By _____

Signature of Bidder _____

Business Address _____
Place of Residence _____
Telephone: _____

*Note: If bidder is a corporation or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, the bidder's signature shall be placed above. If the bidder is a corporation, affix corporate seal.*

DOCUMENT 00410

# BID BOND

Bond No._____

KNOW ALL PERSONS BY THESE PRESENTS, that we,
_____ _____, as Principal, and
_____, as Surety, are held and firmly bound unto the YUCAIPA-CALIMESA JOINT UNIFIED SCHOOL DISTRICT, hereinafter called "District," in the sum of _____ DOLLARS ($_____), (not less than ten percent (10%) of the total amount of the bid) for payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said District to perform all work required under the bidding schedule of the District's Contract Documents for:

**RFP #1 - 26/27**
**E-RATE FY 2027-2028 CATEGORY 2**
**TECHNOLOGY INFRASTRUCTURE UPGRADES**

**EQUIPMENT SPECIFICATIONS AND QUANTITIES & OR EQUIVALENT**

Project 1 Upper Campus (including Admin building and MDF)
- C9350-48UN-E switches (25 switches)
- IDF Cabinet Replacements (A-10, C-2, D-3, E-3, F-1, G-9, H-7, L-1, L-8, L-10, E-9, O-7, O-1)
- Provide and install Leviton 10136226 LANMARK-6 Category 6 U/UTP CMP blue data cabling
- Install new 6-strand single-mode indoor/outdoor fiber from each listed IDF to the Library MDF

Project 2 Lower Campus
- C9350-48UN-E switches (17 switches)
- IDF Cabinet Replacement (P-2, P-5, MPR, M-Hallway, Boys PE, Girls PE, Q-Building, T-101)
- Provide and install Leviton 10136226 LANMARK-6 Category 6 U/UTP CMP blue data cabling
- Install new 6-strand single-mode indoor/outdoor fiber from each listed IDF to the Library MDF

Project 3 M-Building (Upstairs)
- Hardwire 4 classrooms for student computer labs
- Provide and install power/data poles in rooms 201, 202, 204 and 205 to support thirty-six cables per room

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the District, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time

specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event a suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such a suit, including a reasonable attorney's fee to be fixed by the court.

License #_____SIGNED & SEALED this _____ day of _____, 20____.

**(Corporate Seal of Principal, if Corporation)**

_____
Principal

Proper Name of Bidder

By:_____

Title:_____

Signature of Bidder _____

**(Corporate Seal of Surety)**

Surety By: _____

Name: _____

Title: Attorney-In-Fact

Address of California Agent of Surety:
_____
_____
_____

Phone: _____

**(Attach Attorney-In-Fact Certificate and Required CA All Purpose Acknowledgments)**

## NON-COLLUSION DECLARATION

**(To be Executed by Bidder and Submitted with Bid)**
**(Public Contract Code 7106)**

The undersigned declares:

I am the _____of _____the party making the forgoing bid.

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 this bid are true, and, further, that the bidder has not, directly or indirectly, submitted his 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.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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

Executed the _____ day of _____, 20_____ at _____, California.

_____
Authorized Company Signature

DOCUMENT 00430

# DESIGNATION OF SUBCONTRACTORS

**a.** In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 [commencing at Section 4100], Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half (½) of one percent (1%) of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half (½) of one percent (1%) of the prime contractor's total bid, Contractor shall be deemed to have agreed that Contractor is fully qualified to perform that portion, and that Contractor alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half (½) of one percent (1%) of the prime contractor's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half (½) of one percent (1%) of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

**Bidders are advised that this contract is a public work, as of March 1, 2015 all contractors and subcontractors bidding on a public works project shall be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. (www.dir.ca.gov/Public-Works/PublicWorks.html**

NOTE: If alternate bids are called for and the bidder intends to use a different or additional subcontractor on the alternates, a separate list of subcontractors must be provided for each such alternate.

**RFP #1 26/27**
**TECHNOLOGY INFRASTRUCTURE UPGRADES**
**Yucaipa High School**

## Designation of Subcontractors

| Portion of Work | Subcontractor | Address of Business | Phone Number | License No. and Exp. Date and DIR # |
|---|---|---|---|---|
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**RFP #1 26/27**
**TECHNOLOGY INFRASTRUCTURE UPGRADES**
**Yucaipa High School**

| Portion of Work | Subcontractor | Address of Business | Phone Number | License No. and Exp. Date and DIR # |
|---|---|---|---|---|
| | | | | |
| | | | | |

Bid Package #

Bid Package Name

Proper Name of Bidder

Address

By (Print Name)

Title

Phone

Fax

Date

**RFP #1 26/27**
**TECHNOLOGY INFRASTRUCTURE UPGRADES**
**Yucaipa High School**

## REFERENCES

Please provide a minimum of three (3) professional references, specifically related to your past performance of projects of similar size and scope with other public-school districts and/or public agencies in California. The Yucaipa-Calimesa Joint Unified School District requests that these references be directly related to work performed within the guidelines of the E-Rate program.

| | |
|---|---|
| **Reference #1** | |
| Name of Client | |
| Type of Business | |
| Contact Person's name & Title | |
| Telephone # & Email | |
| Project Cost | |
| Description of work performed | |
| **Reference #2** | |
| Name of Client | |
| Type of Business | |
| Contact Person's name & Title | |
| Telephone # & email | |
| Project Cost | |
| Description of work performed | |
| **Reference #3** | |
| Name of Client | |
| Type of Business | |
| Contact Person's name & Title | |
| Telephone # & Email | |
| Project Cost | |
| Description of work performed | |

**RFP #1 26/27**
**TECHNOLOGY INFRASTRUCTURE UPGRADES**
**Yucaipa High School**
**E-RATE CERTIFICATION**

**BID #1-26/27**
**E-RATE FY 2027-2028 CATEGORY 2**
**TECHNOLOGY INFRASTRUCTURE UPGRADES- DISTRICT-WIDE**

**EQUIPMENT SPECIFICATIONS AND QUANTITIES & OR EQUIVALENT**

Project 1 Upper Campus (including Admin building and MDF)

- C9350-48UN-E switches (25 switches)
- IDF Cabinet Replacements (A-10, C-2, D-3, E-3, F-1, G-9, H-7, L-1, L-8, L-10, E-9, O-7, O-1)
- Provide and install Leviton 10136226 LANMARK-6 Category 6 U/UTP CMP blue data cabling
- Install new 6-strand single-mode indoor/outdoor fiber from each listed IDF to the Library MDF

Project 2 Lower Campus

- C9350-48UN-E switches (17 switches)
- IDF Cabinet Replacement (P-2, P-5, MPR, M-Hallway, Boys PE, Girls PE, Q-Building, T-101)
- Provide and install Leviton 10136226 LANMARK-6 Category 6 U/UTP CMP blue data cabling
- Install new 6-strand single-mode indoor/outdoor fiber from each listed IDF to the Library MDF

Project 3 M-Building (Upstairs)

- Hardwire 4 classrooms for student computer labs
- Provide and install power/data poles in rooms 201, 202, 204 and 205 to support thirty-six cables per room

I, _____, certify that_____,
(print or type name) (company name)
is a service provider as defined by the E-Rate Program and has not been suspended or disbarred from participating by the Federal Communications Commission. Our SPIN # is _____, and we have operated under this SPIN for _____years. (number)

I also certify to the acceptance of the following:

1. All information necessary to respond to any SLD request for information such as PIA (Program Integrity Assurance), Item 25 Selective Review, Audit performed by the FCC, the SLD, or their designated authority, will be furnished completely and in a timely manner sufficient to meet any response deadlines;

2. In the event an appeal is necessary, all information necessary to complete the appeal will be furnished completely and in a timely manner to the Yucaipa-Calimesa Joint Unified School District, its attorney(s) or authorized agent;

3. Any contract awarded for E-Rate Program YR 2027-2028 is contingent upon the receipt of a Funding Commitment Decision Letter (FCDL) from the SLD that awards the requested discounts in full. In the event of a partial funding or no funding is granted, the District reserves the right to cancel the contract in whole or in part;

4. The District will be invoiced for only the matching funds portion, and it is our responsibility, as the E-Rate Service Provider, to invoice the SLD for the remaining "non-discount" portion;

In the event the Yucaipa-Calimesa Joint Unified School District wishes to perform a SPIN change, permission will be granted within the contract terms, provided 14 days' prior written notice is given.

_____ _____
(Original signature) (Date)

_____
(Print or type name)

_____
(Title)

# E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

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

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

1) E-RATE CONTINGENCY

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

2) SERVICE PROVIDER REQUIREMENTS

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

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

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

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

d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential Service Provider found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for termination of the Agreement as it could prohibit the Service Provider from providing E-Rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website:

http://www.fcc.gov/debt_collection/welcome.html
e. Products and services must be delivered before billing and E-Rate discounting can commence. At no time may the Service Provider invoice before July 1, 2027.
f. Prices must be held firm for the duration of the associated E-Rate Funding Year(s) or until all work associated with the project is complete (including any Agreement and USAC-approved extensions).
g. Goods and services provided shall be clearly designated as "E-Rate Eligible." Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per USAC guidelines.
h. For Category 2 equipment or services, within one (1) week of notification of award, the awarded Service Provider must provide the Applicant a bill of materials using a completed and most current and appropriate version of USACs "Bulk Upload Template" (formerly known as the Item 21 attachment) located at https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/. Subsequent schedules of values and invoices must match the Bulk Upload Template and approved Funding Request Line Items or subsequent approved service substitutions. If the service provider's proposal consisted of pricing per eligible location, a summary sheet and summary Bulk Upload Template must be provided to describe the cumulative amount for all sites.
i. In the event of questions during an E-Rate pre-commitment review, post-commitment review, and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
j. The awarded Service Provider is required to send copies of all forms and invoices to the Applicant prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the Applicant placing the vendor on an "Invoice Check" with the USAC: https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/.
k. Service providers must comply with the FCC rules for Lowest Corresponding Price Further details on LCP may be obtained at the USAC website: https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/.
l. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See https://www.usac.org/about/reports-orders/supply-chain/. Any proposed solution including Covered Equipment or Services as defined by the FCC will be disqualified. If, after award of the project it is found Covered Equipment or Services are included, the award and/or Agreement will be considered to be null and void. See https://www.fcc.gov/supplychain.
m. SPAM and/or robotic responses will not be considered valid Proposals and will be disqualified from consideration.
n. Any Service Provider proposals identifying contingency fees such as allocations for change

orders, tariffs, or other speculative fees not specifically called out for in the scope and/or terms of the RFP/RFB/RFQ may be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP/RFB/RFQ. Contingency fees not pre-approved by the Applicant will not be allowed.

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

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

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

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

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

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

4) STARTING SERVICES/ADVANCE INSTALLATION

Category 1 Services

The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the Agreement's "effective date," E-Rate eligible goods and/or services requested in this RFP/RFB/RFQ shall be delivered no earlier than the start of the 2027 funding year (July 1, 2027). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year.

Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those

services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

Early Funding Conditions
Category 1
There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.
· Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
· The Category 1 service must depend on the installation of the infrastructure.
· The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
· No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority/ Category 1 services (telecommunications services and Internet access).
https://docs.fcc.gov/public/attachments/DA-02-3365A1_Rcd.pdf
The complete text can be found at the following URL:
https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/
Category 2
There are two conditions that allow USAC to provide support in a funding year for Category 2 Internal Connections (equipment and services) incurred prior to that funding year.
● Applicants may seek support for Category 2 eligible services purchased on or after April 1, three months prior to the start of the funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.
● No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99, released July 23, 2014). https://www.fcc.gov/document/fcc-releases-e-rate-modernization-order
It is important to note that 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 provision of goods and services described herein directly from USAC via the FCC Form 474 Service Provider Invoice (SPI). The Applicant will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (FCC Form 472). The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Funding Request Number ("FRN") and associated FRN Line Items and any identified ineligible costs. Upon successful receipt or posting of a Funding Commitment Decision Letter from USAC and submission, certification, and USAC approval of FCC Form 486, the Applicant shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the Applicant decide that it is in the best interest of the Applicant to file an FCC Form 472, the Applicant will inform the Service Provider of its intent.

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

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

6) FCC/USAC AUDITS

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

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

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

8) TARIFFS

In anticipation of the possible tariff imposed on imported products, Applicant expects that the Service Provider will familiarize themselves with the impact that any unknown tariff(s) on manufacturer's products are appropriately accounted for in the respondent's fee proposal. The Applicant presumes a tariff will be imposed on any manufacturer & networking equipment manufactured abroad and will be applicable at the time of purchase throughout the term of any agreement resulting from this solicitation (including and mutually agreed upon extensions). THE SERVICE PROVIDER IS TO IDENTIFY ANY TARIFFS WHEN COMPLETING ANY PRICING ATTACHMENTS AS PART OF THIS SOLICITATION AND IDENTIFY THE PRODUCTS' COUNTRY(IES) OF ORIGIN.

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

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-Rate Supplemental Terms and Conditions,

I 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: _____

**RFP #1 26/27**
**TECHNOLOGY INFRASTRUCTURE UPGRADES**
**Yucaipa High School**
# TERMS AND CONDITIONS

**Attorney Fees.** In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party will be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

**Authority of the District**. Subject to the power and authority of the District as provided by law in this contract, the DISTRICT will in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The District will decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

**Cancellation of Contract**. ***Without cause***, the District may cancel this contract at any time with fifteen (15) calendar day written notice. ***With cause***, the District may cancel this contract at any time with fourteen (14) days written notice to the awarded Bidders. Cancellation for cause will be at the discretion of the District and shall be, but is not limited to, failure to supply the services specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidders may not cancel this contract without prior written consent of the District.

**Contract Incorporation**. The contract embodies the entire contract between the District and the awarded Bidders. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Bidders successful submittals, supplemental agreements, and any and all written agreements which alter, amend or extend the contract.

**Drug-Free Workplace Act.** The District and all District projects are "tobacco" and "drug free" workplaces and, as such, require that all persons on District Property be subject to the requirements mandated by California Government Code section 8350, et seq. when on the Project site.

**Equal Opportunity Employment.** Bidders represent that they are equal opportunity employers and they shall not discriminate against subcontractors, employees or applicants for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Bidders shall also comply with all relevant provisions of the Minority Business Enterprise Program, Affirmative Action Plan or other related programs or guidelines currently in effected or hereinafter enacted.

**Force Majeure**. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the awarded Bidders, the awarded Bidders must notify the District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy; acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

**Non-Appropriation of Funds.** Any contract resulting from this RFP is subject to appropriation of funds for each fiscal year of services listed herein. The district fully reserves the right to cancel the Agreement due to non-availability or non-appropriation of sufficient funds. The District shall notify the awarded Bidder of its intention to terminate by forwarding a written notice of termination. The District shall take all reasonable actions and make all reasonable efforts to obtain appropriation of funds.

**Non-Collusion Form.** Bidders are required to submit a Non-Collusion Form with their proposals.

**Proposal Pricing.** The District at any time may require the Bidder to further itemize and detail components of any or all proposal pricing. All items presented by the successful Bidders in their proposals shall be subject to negotiations between the District and the Bidders.

**Severability**. If any provision (or portion of any provision) of this contract is held invalid, illegal or unenforceable, it shall be severed from the contract and the remaining provisions shall be valid and enforceable.

**Sell or Assign.** The successful Bidder shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the District.

**Subcontractors Information.** If the proposals include the use of subcontractors, Bidders must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.

**Terms of the Offer.** The District reserves the right to negotiate final contract terms with any Bidders selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded proposal, and all modifications and clarifications that are submitted at the request of the District during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded proposal, and the awarded proposal itself. Specific exceptions to this general rule may be noted in the final executed contract.

**Workers Compensation Insurance.** Successful Bidders represent that they have secured the payment of Workers' Compensation Insurance in compliance with the provisions of the Labor Code of the State of California and during the performance of this work will continue to provide said insurance.