RCSD ROSEVILLE CITY SCHOOL DISTRICT
Est. 1869

Board of Education

Cami Walker Jonathan Zachreson

Rob Baquera Alisa Fong Steve Lesch

Derk Garcia, Superintendent

E-Rate FY2027
YR30

CATEGORY 2
INTERNAL CONNECTIONS
UPS System

RFP # 27-917

POSTED: November 6, 2026

Deadline for Submittal: December 18, 2026
BEFORE 2:00 P.M.

ATTN: TECHNOLOGY SERVICES

Roseville City School District
1050 Main Street
Roseville, CA 95678

NOTICE INVITING PROPOSALS

Notice is hereby given that the Roseville City School District (RCSD) will accept proposals for the award of contracts for E-rate Funding Year FY2027 up to, but not later than 2:00 P.M., on December 18, 2026 for the following:

RFP 27-911 Telecommunications Services - Wide Area Network / Metropolitan Area Network (WAN/MAN) Winding Creek Elementary (Category 1)
RFP 27-913 Basic Maintenance - Network Equipment (Category 2
RFP 27-914 SD-WAN (Category 2)
RFP 27-915 Ethernet Switches (Category 2)
RFP 27-916 Wireless (Category 2)
RFP 27-917 Uninterruptible Power Supply (Category 2)
RFP 27-918 Firewall Equipment/Services (Category 2)
RFP 27-919 Internal Connections - Infrastructure (Category 2)

Additional information, including documents and questions pertaining to the bid can be located on the District's website: www.rcsdk8.org

Proposals shall be delivered in separate sealed envelopes, or boxes and marked on the outside with the respective RFP number, bidder's company name and contact name to the District Office front desk referencing

Roseville City School District
{INSERT NAME OF RFP}
Attention: Technology Services
1050 Main Street
Roseville, CA 95678

prior to December 18, 2026 @ 2:00 P.M. deadline. Bids will be publicly registered at 2:00 P.M. December 18, 2026 at the District Office:

1050 Main Street
Roseville, CA 95678

No faxed proposals will be accepted. Each bid must conform and be responsive to the bid documents, and include one signed original binder, two (2) additional hard copies, and one (1) electronic copy of the RFP on a portable "thumb-drive" containing all documents, and deliverables as outlined in the RFP.

RCSD reserves the right to reject any or all bids or parts thereof, to be the sole judge of the merits and qualifications of all bids, to waive any informality in a bid, not necessarily accept the lowest of any offered and to extend the bidding period. Design, specifications, service, delivery, and quality may be considered in making selections.

Published: November 6, 2026 and November 13, 2026 - Press Tribune

SUMMARY

The Roseville City School District ("RCSD" or "District") issues this Request for Proposal (RFP) to solicit qualified vendors to provide enterprise-grade, E-Rate eligible **UPS (Uninterruptible Power Supply)** equipment to be used throughout the District's 22 schools and designated support facilities.

The resulting agreement will support the District's instructional and operational mission and will be structured to comply with all requirements of the **Federal Communications Commission (FCC) Schools and Libraries Program (E-Rate)** administered by the **Universal Service Administrative Company (USAC)**.

Selection will be based on E-Rate compliant cost-effectiveness, of which price is the most heavily weighted factor, but not the sole determinant. The District reserves the right to make no award or to negotiate final award terms consistent with E-Rate requirements. All award decisions will be documented with sufficient rationale and contemporaneous records to satisfy E-Rate audit and review obligations.

IMPORTANT DOCUMENTS IN THIS RFP

The following documents are included as part of this Request for Proposal (RFP). Any addenda, clarifications, or modifications issued after the initial posting will be made available on the District's website at www.rcsdk8.org under "Contracts and Bids" (found in the "Menu" section).

- **Appendix A:** List of District Addresses, including all sites requesting service
- **Appendix B:** Bid Form (must be completed and submitted by the prospective vendor)
- **Appendix C:** Agreements, Waivers, and Understandings governed by USAC, E-Rate, and applicable Federal, State, and Local regulations

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BACKGROUND

The District has implemented a **Tripp Lite SmartUPS** System throughout the District. The goal of this initiative has been to create a homogeneous infrastructure that maximizes resources in managing the network while reducing maintenance and training costs.

For this funding year, RCSD intends to maintain and expand its existing network by adding UPS units as needed across the District and supporting the opening of a new school site.

PROJECT

The District is looking to purchase a **UPS System and UPS replacement consumables** that can keep our **network infrastructure equipment** (such as Ethernet switches, access points) up and running in the event that dirty power, power surges or loss of power from a building or campus.

In addition, any proposed System should include:

- UPS solution that can be monitored remotely via web and SNMP
- Ability to expand the amount of time in the future if needed by adding additional batteries
- UPS consumables that are easily replaceable

Proposed solutions should meet or exceed these goals and the requirements listed throughout this RFP. While specific part numbers may be listed, the District is open to equivalent substitutions that meet all minimum requirements and integrate fully into the existing architecture.

TECHNICAL REQUIREMENTS

Control and Management

The District currently monitors all of its UPS units via web browser along with SNMP polling and alerting as needed. Any solution proposed should at a minimum meet this requirement. In addition, the following items are desired:

- Management of platform capable via CLI and HTML5 Web Interface
- Browser agnostic management tools
- End-user workstation management should be OS agnostic
- Firmware upgrade and downgrade capabilities
- Local logging of incoming power and events
- Notification via email and SNMP of power changes outside of a threshold, disruption of power, or loss of connectivity

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LABOR AND INSTALLATION

All work must be performed outside of regular school operating hours or on weekends where applicable.

Labor to Stage and Prepare Equipment

- Inventory and affix District asset tags
- Label equipment per District naming conventions
- Load and customize District-provided configuration files and firmware
- Stage equipment at vendor or District-designated locations
- Provide documentation (equipment list, part numbers, serial numbers, IP addresses, and asset tags) in JPEG and CSV formats

Labor to Install Equipment

- Transport equipment to sites listed in Appendix A
- Tag or replace existing cables as directed
- Remove and return replaced **UPS equipment** to RCSD
- Install and connect new equipment, including mounting as needed
- Verify installation and power functionality on-site or remotely with District staff
- Provide final inventory and electronic documentation per District standards

Fingerprinting and Background Checks

In accordance with California Education Code Sections **45125.1** and **45125.2**, all vendor employees, subcontractors, or agents who will have access to school sites must complete **fingerprinting and background clearance through the California Department of Justice (DOJ)** prior to beginning work.

The **cost of fingerprinting and background checks shall be borne by the vendor** and must be included in the total proposed cost.

Vendor personnel must complete the fingerprinting process via **Live Scan** using forms provided by the Roseville City School District. The **District will receive notification of clearance directly from the DOJ** once each individual has successfully completed the Live Scan process.

The vendor shall coordinate with the District's designated contact to ensure all individuals requiring clearance have submitted fingerprints within **60 days of contract execution**. Failure to ensure timely submission may result in **contract termination**.

The District will confirm, through the vendor's designated contact, all individuals currently cleared on an **annual basis**. If the vendor has not been awarded a contract or has not performed work within the past **365 days**, the District may remove those individuals from its clearance list. Should the vendor be awarded a contract in the future, new fingerprint submissions will be required.

ADDITIONAL TASKS

The District may select up to **three (3)** finalists for oral interviews based on proposal evaluations. These interviews may carry up to **15 additional evaluation points** and will assess company qualifications, expertise, and service quality.

RCSD also reserves the right to request a **Proof-of-Concept (POC)** demonstration of the proposed solution for up to two (2) weeks, with on-site vendor support for the initial setup.

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PRODUCTS BEING REQUESTED IN THIS RFP

Vendors can add any additional items/SKU's that they deem viable to the district or that was an oversight of the district's requests in the RFP.

Alternative Equipment Proposals: While specific manufacturer part numbers may be referenced, the District will consider equivalent 'or-equal' substitutions. However, to ensure seamless interoperability and maintain a homogeneous architecture, any proposed alternative solution must include all necessary replacement equipment, hardware, licenses, and services required to transition from the current environment to a fully operational, single-architecture solution without degradation of existing network functionality or management capabilities.

Any proposal utilizing alternative equipment will be evaluated as a complete, end-to-end solution. The total financial impact of adopting the alternative equipment—including all additional hardware, software, licensing, integration, training, and transition costs necessary to achieve full parity—will be factored into the overall cost evaluation and assessed across all relevant evaluation factors outlined in this RFP.

School District Information: All services must be rendered at any designated District site. The District is allowed to modify the location of final installation as long as it is in accordance with e-Rate rule (The district will maintain the initial and moved location as required). Please see **appendix A** for a non-exclusive list of sites.

Equipment and Services: The District requests bids for the Ethernet Switched edge switch equipment and installation for each school site in **Appendix B**. The District has the right to change the quantities listed at any time until an actual order is written. In total, you must provide bids for the following Ethernet Switched edge switch hardware (or equivalent):

Physical Equipment in this RFP		
SKU	**QTY**	**Description**
SMART2200RMXL2U	4	Tripp Lite series SmartPro 1950VA 1950W 120V Line-Interactive Sine Wave UPS
BP72VRM2U	4	Tripp Lite series 72V Extended Battery Module (EBM) for 1950VA SmartPro UPS Systems, 2U Rack/Tower
WEBCARDLXE	4	Tripp Lite series WEBCARDLXE Network Management Card for Select UPS Systems
RK2PC	4	Eaton 2-Post Rack-Mount Installation Kit for Select UPS Systems
103007018-5591	8	Eaton 2-Post Rack-Mount Installation Kit for Select 2U 5PX G2 and Tripp Lite Series SmartPro UPS Systems
744-A4852	10	UPS Replacement Battery Cartridge Kit for Tripplite Smart2200RMXL2U (Order 1 Per Unit)
744-A3121	10	UPS Replacement Battery Cartridge Kit for Eaton BP72VRM2U External (Order 2 Per Unit)
RBC54	10	UPS Replacement Battery Cartridge Kit for Tripplite Smart2200RMXL2U (Order 1 Per Unit)
RBC94-2U	10	UPS Replacement Battery Cartridge Kit for Tripplite Smart2200RMXL2U (Order 1 Per Unit)
RS-1215-RA	10	Tripp Lite series 1U Rack-Mount Power Strip, 120V, 15A, 5-15P, 12 Right-Angle 5-15R Outlets (6 Front-Facing, 6 Rear-Facing), 15 ft. (4.57 m) Cord

GENERAL CONDITIONS

1. The District retains sole discretion to make **one or more awards** under this RFP, including **partial awards** by location, service component, or architecture, or to make no award.

2. Prices shall remain firm through **SLD approval, contract execution**, and for the duration of the proposed contract. In the event of a **price decrease** for service or from the manufacturer or carrier, said decrease shall be passed on to the District and documented with a revised price sheet sent to **RCSD – Technology Department**.

3. The District may utilize pricing of equipment and services for additional projects which may arise but may not be associated with the E-Rate program.

4. All equipment and service costs must be **new** and clearly **itemized**.

5. Contact with District staff or Board members outside the permitted question process will result in **disqualification**.

6. The **Board of Education and/or the District** reserves the right to reject any and all bids/proposals, or any item or component of any bid/proposal, to waive minor informalities or irregularities, and to eliminate from further consideration any response deemed substantially or materially non-responsive.

7. Links to the District's E-Rate bids and RFPs will be posted at www.rcsdk8.org in the **Contracts and Bids** found within the '**Menu**' section of the page. Any **additions or corrections** will be issued as **addenda** posted to that same location.

8. **Questions** regarding this RFP shall be directed to **erate@rcsdk8.org** with the subject line exactly: "ERATE RFP#27-917 INTERNAL CONNECTIONS - UPS System"

9. The **deadline for questions** will be **12:00 PM**, **November 19, 2026**. **Responses** to all questions will be **posted** to the District website within one business day. It is the responsibility of the prospective bidder to check the website for updates or addenda.

10. The **Vendor must meet or exceed all requirements**. Each response will be reviewed for completeness prior to evaluation. RCSD **reserves the right to eliminate** from further consideration any response that is **incomplete or substantially non-compliant**.

11. Proposals must remain **valid for at least 90 calendar days** from the submission due date, unless extended by written agreement.

12. One **(1) wet signed original, two (2) hard copies**, and o**ne (1) digital copy (CD or flash drive)** of the proposal shall be submitted. **Hard copies shall not be hardbound** and shall be supplied in a 3-ring binder or other format that can be easily separated.

13. Bidders shall acknowledge and be bound by all addenda issued. Failure to acknowledge addenda may result in rejection of the proposal.

14. Prices must be **independently determined**, free from collusion or consultation with competitors.

15. This procurement and all resulting contracts shall be governed by the **laws of the State of California**. Venue for any action shall lie in **Placer County, California**.

16. Information submitted in response to this RFP may be subject to disclosure under the **California Public Records Act**. The District will not honor blanket confidentiality markings. Vendors asserting confidentiality shall **clearly identify specific portions and provide legal basis**; the District will make no guarantees of withholding and shall have no liability for disclosures required by law.

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SUBMISSION INSTRUCTIONS

Proposals shall be complete, responsive, and organized in a clear and logical format. Each proposal must include a **deployment plan**, detailed billing, and all applicable hardware, labor, installation, shipping, and tax costs.

All E-Rate eligible equipment must be labeled with a **District-issued Asset Tag** identifying the funding year of purchase.

The District **prefers a single-vendor solution**; any deviation must be clearly stated in the proposal.

Each proposal shall include the following components:

1. **Company Profile**
    - Years providing equivalent services
    - Relevant K–12 or public sector experience (California preferred)

2. **References**
    - Three (3) current references using similar solutions (K–12 preferred)
    - Include organization name, contact name, title, email, and phone number

3. **Technical Service Description**
    - Please include a network layout explaining your preferred design based on Appendix B
    - Provided a completed District issued bidsheet with e-Rate eligibility column filled out.
    - Completed the Appendix D - Qualifications & Questions

4. **Pricing and Cost Structure**
    - Itemized costs for installation, non-recurring, and recurring charges
    - Identification of District-borne costs (e.g., power, grounding, space)
    - All discounts clearly listed, especially if submitting on multiple RCSD RFPs

5. **E-Rate Compliance Information**
    - Service Provider Identification Number (SPIN)
    - Identification of E-Rate eligible vs. ineligible components

6. **Contractual Terms**
    - Terms for multi-year agreements, including addition of services without penalty
    - All assumptions, dependencies, and prerequisites

VENDOR / SERVICE REQUIREMENTS

The vendor must meet or exceed minimum qualification requirements.

All submitted proposals must provide at a minimum, all requested information in the proposal document. **Any portion not included can be cause for elimination from the quote process.** The information should be organized as indicated in the proposal requirements. The District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the RFP.

All information submitted is to be considered public knowledge and will be subject to The Public Records Act or any other applicable laws.

a. Service Providers are required 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.

b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). 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 submitting the annual Service Provider Annual Certification (SPAC) form and providing the School proof of completion. More information about submitting the SPAC form may be found at this website: https://www.usac.org/e-rate/service-providers/step-3-winning-the-bid/fcc-form-473-filing/

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

e. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: https://www.usac.org/service-providers/making-payments/late-payments-dcia-red-light/#red

f. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, of the funding year

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 SLD guidelines.

h. A summary sheet must also be provided to provide 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. 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/Erate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/

VENDOR / SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

b. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of the lowest corresponding price.

c. This offer is in full compliance with USAC's Free Services Advisory http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx. 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.

STARTING SERVICES / ADVANCE INSTALLATION

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the funding year as outlined in the RFP. If Category 1 services (Telecommunication Services and Internet access) 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.

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 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/

Additionally, if the service qualifies for California Teleconnect Funds then the service provider will invoice the California PUC.

Category 2
There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- We also amend our rules for category two non-recurring services to permit applicants to seek support for category two 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.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99 , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

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 Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission

and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

b. 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 District will only be responsible for paying its non-discounted share.

FCC/SLD AUDITABILITY

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. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent 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.

PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District'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 District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

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RFP SCHEDULE

Milestone	Date / Time
RFP Posting:	November 6, 2026
Deadline for Vendor Questions:	November 20, 2026 at 12:00 PM (final responses posted within one business day)
Proposal Closing (Due Date):	December 18, 2026, at 2:00 PM (Pacific)
Proposal Opening:	Same date as closing (opened and recorded by District)
Evaluation / Selection Window:	Prior to FCC Form 471 filing deadline
Intent to Award:	Contingent upon E-Rate funding commitment and Board approval
Contract / Service Start:	July 1 of the funding year (or later, contingent on funding and District readiness)

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SPECIFIC INSTRUCTIONS & INFORMATION TO BIDDERS

1. **PROPOSALS:** Each proposal shall be submitted on forms supplied by the DISTRICT. Each proposal shall conform and be responsive to DISTRICT specifications. Bidder shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form.

2. **DEADLINE FOR RECEIPT OF PROPOSAL:** One signed original, two hard copies and one digital copy on USB of the proposal must be submitted in sealed envelope(s) and should be properly identified with the proposal number and **Proposals must arrive in the Roseville City School District – District Office Front Desk, 1050 Main Street, Roseville, CA 95678 before 2:00 p.m. (PST), December 18, 2026.** Telephone, telegraphic facsimile, emailed, and late proposals will not be accepted or considered.

3. **PROPOSAL SUBMISSION REQUIREMENTS:** Proposals shall be submitted to the address listed in #2 above and labeled as follows:

ATTN: TECHNOLOGY SERVICES
RFP # 27-917 Internal Connections
UPS Systems

It is the sole responsibility of the bidder so see that the proposal is received in proper time as stated in the Notice to Bidders. Any proposal received after the scheduled closing time for receipt of proposals will be rejected and returned to the bidder.

4. **TYPEWRITTEN/WRITTEN IN INK:** All prices or notations must be typed or written in ink. Proposals written with pencil will not be accepted.

5. **ERASURES:** The proposal submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or person signing the proposal.

6. **QUOTE SEPARATELY:** Quote on each item separately. Prices should be stated based on quantities/units specified on the proposal form.

7. **ALL COSTS INCLUDED:** All costs must be included in the bidder's proposal. The bidder shall deliver, install, and complete an integrated system, which may include use of the District's own existing equipment referenced herein. These specifications are meant to outline the District's functional requirements and are not meant to be an exhaustive list of services required to accomplish these requirements.

8. **TAXES AND INSURANCE:** All insurance that may be required shall be included in all bid response quotations. The District is not exempt from California State sales and use taxes. The District is exempt from paying Federal Excise Taxes. California sales tax shall be included in the bid response quotations as a separate line item.

9. **SIGNATURE:** The proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the proposal. In case a proposal is submitted by a corporation, it must be signed in the name of said corporation by a duly authorized officer or agent thereof.

10. **MODIFICATIONS:** Changes in or additions to the proposal form, alternative proposals, or any modifications of the proposal form which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive to the invitation to proposal. No oral or telephonic (facsimile machine, FAX, inclusive) modifications of any proposal submitted will be considered.

11. **EXAMINATION OF CONTRACT DOCUMENTS:** Bidders shall thoroughly examine and be familiar with the Drawing and Specifications. The failure or omission of any bidder to receive or examine any contract documents, forms, instruments, addenda or other documents or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligations with respect to his proposal or the contract. The submission of a proposal shall be taken as "Prime Facie" evidence of compliance with this section.

12. **ERROR IN PROPOSAL:** Any claim by bidder of error in his proposal must be made before proposals are opened, or the claim shall be deemed waived. Any bidder may withdraw his proposal at any time before the time at which proposals are due and the Request For Proposals is closed and, having done so, no bidder will be permitted to resubmit a proposal.

13. **WITHDRAWAL OF PROPOSAL:** Any bidder may withdraw his proposal by written request. All proposals received by the District shall remain subject to acceptance for a period of ninety (90) calendar days after the date of the proposal opening.

14. **AWARD OF CONTRACT LIMITATION:** No proposal will be accepted from or contract awarded to any party or firm in arrears to the District, or who is a defaulter as surety, contractor or otherwise.

15. **EVIDENCE OF RESPONSIBILITY:** Upon the request of the District, a bidder whose proposal is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his experience and organization available for the performance of the contract.

16. **ACCEPTANCE OR REJECTION OF PROPOSALS:** The Board of Education and/or the District reserves the right to reject any and all proposals, or any or all items of any proposal, or waive any irregularity of any proposal. No proposal may be withdrawn for a period of ninety (90) days without written approval of the District.

17. **THE CONTRACT:** The bidder to whom the award is made shall be required to enter into a written contract with the District. These bid specifications and the bidder's

proposal will be attached to, and become a part of, the final contract documents.

18. **PREVAILING LAW:** In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations or rules, then the latter shall prevail.

19. **BRANDS:** When a particular brand or brand and model number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its model number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and model number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.

20. **SAMPLES**: Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.

21. **FEDERAL OR STATE REGULATIONS**: The Bidder's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State of California and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract.

22. **ASSIGNMENT PROHIBITED**: No contract awarded under this proposal shall be assigned without the approval of the Board of Education.

23. **PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS:** The Bidder shall save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by the District, or by any of its officers or agents of items to be supplied by the Bidder.

24. **DELIVERY:** All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.

25. **INSPECTION OF ITEMS FURNISHED:** All items furnished shall be subject to inspection and rejection by the District for defects or non-compliance with the specifications. The cost of inspection on deliveries or offers for delivery which do not meet specifications may be deducted from the contract price.

26. **INABILITY TO PERFORM:** In the event that Bidder is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an act of God, which is not the fault of the Bidder, the Bidder shall not be required to deliver or perform, subject to the following requirements:
    a. The Bidder shall send written notice to the District of the Bidder's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The Bidder shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by the District or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
    b. The District may cancel the contract or purchase order, entirely or in part.
    c. The Bidder shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by the District of a new purchase order or other written instructions.

27. **WARRANTY-PRODUCT:** Seller warrants that all articles furnished shall be free from all defects in material and workmanship, that all articles shall be fit and sufficient for the purposes intended, and shall save, keep, bear harmless and fully indemnify the District and any of its officers, employees or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise from Buyers normal use.

28. **EQUAL OPPORTUNITY EMPLOYMENT:** Bidder, in submitting his proposal certifies that he is an Equal Opportunity Employer, and certifies that he is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.

29. **GOVERNING LAW AND VENUE:** In the event of litigation, the bid documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Placer County.

30. **CONTACT WITH BOARD OF EDUCATION:** No business entity, including any agent of such entity, shall directly or indirectly contact any board member immediately before or during the bidding process of any project on which the business entity intends to or has submitted a bid. Any vendor violating this policy shall be deemed disqualified

from bidding. Should such contact come to light after the bid is awarded and the entity was deemed the successful bidder, the Board reserves the right to cancel any contract awarded.

31. **ARBITRATION:** All claims of $375,000 or less which arise between the bidder and the District shall be subject to the settlement and arbitration provisions set forth in the public Contract Code Sections 20104 through 20104.8, which provisions are incorporated hereby by this reference.

32. **BID PROTEST.** Any bid protest by any Bidder must be submitted in writing to the District before 4:30 p.m. of the **third (3rd)** business day following bid opening.

    a. The protest must contain a complete statement of any and all bases for the protest.

    b. The protest must refer to the specific portions of all documents that form the bases for the protest.

    c. The party filing the protest must have actually submitted a bid. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue his or her own protest.

    d. The protest must include the name, address and telephone number of the person representing the protesting party.

    e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

    f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District no later than 5:00 p.m., no later than three (3) working days after the deadline for submission of the bid protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest.

    g. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of 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.

    h. A “business day”, for purposes of this section, means a weekday during which the District’s office is open and conducting business.

33. **E-RATE PARTICIPATION:** The District is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal

Communications Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full E-Rate funding by the SLD. The District reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.

34. **SPIN:** Each vendor providing services to the District as part of the E-Rate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Division can be reached online at: http://www.usac.org/sl

35. **RIGHT TO TERMINATE**: District reserves the right to terminate this Request for Proposal and all documents associated with the Request for Proposal, including but not limited to a Letter of Intent/Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The District shall not be responsible for any costs to Bidder/Contractor prior to termination.

36. **CONTRACTOR REGISTRATION SB854:** All contractors and subcontractors intending to bid or perform work on public works projects will be required to meet minimum qualifications and register (and annually renew) online for the program. The cost to register for the program is $300 and is nonrefundable. The DIR will post a list of registered contractors and subcontractors on its website. Duty to notify DIR when awarding a contract for a public works project, using the online PWC-100 form. This requirement, found in Labor Code Section 1773.3, now applies to all public works projects. Previously it applied to projects subject either to apprenticeship or DIR compliance monitoring requirements.