KANE AREA SCHOOL DISTRICT

REQUEST FOR PROPOSAL
INTERNAL CONNECTIONS EQUIPMENT AND/OR SERVICES and RELATED MAINTENANCE

Response Deadline: Wednesday, January 6, 2027, AT NOON E.S.T.

1.0 INTRODUCTION

1.1 Kane Area School District issues this Request for Proposals ("RFP") for Access Point licenses and Network Switches. The District intends to apply for discounts on the equipment/services listed in this RFP through the federal E-rate program. Several criteria and restrictions pertinent to the E-rate program are included herein and must be met by the successful vendor in order for the proposal to be considered a Qualified Proposal.

1.2 **Description & Expectations**

This project is to for licensing for Extreme IQ and network switch infrastructure replacements as in Appendix A.

- **KASD is seeking Extreme Cloud IQ licenses as detailed in Appendix A.**
- **KASD is seeking a multitude of Netgear Switches to integrate with our existing VLANS and network infrastructure with remaining Netgear Switches.**
- **Mandatory Pre-Bid Virtual Conference as stated in section 1.11.9**
- **Vendor must have experience selling and installing IQ Licenses and supporting Netgear Switches in K-12 schools within Pennsylvania**.

1.3 **Issuing Officer and Technical Contact for Questions and Information**

Chris Niklaus
Technology Director
Kane Area School District
techdirector@kasd.net
814-837-9570 x4219

Prospective Vendors must direct and confine all inquiries and communications concerning this procurement to the Issuing Officer and correspondence should be made via e-mail. Although there is no due date for questions, the District encourages prospective Vendors to submit any questions they may have as soon as possible. Deadline for all questions is December 3, 2026 at 12pm Noon EST. Questions should include "**KASD E-Rate FY2027 RFP**" in the subject line to ensure that the issuing officer identifies the email as relating to this procurement.

If the RFP was downloaded from a web site link, Vendors are responsible for periodically monitoring the web site for any updates relating to this RFP.

1.4 One complete hard copy must be delivered to the Kane Area School District Technology Office, at 400 West Hemlock Avenue, Kane, PA 16735 on or before the response deadline. In addition, an electronic copy must be included on a flash drive in the packet before the response deadline. Both copies must be identical and be labeled, "**KASD E-Rate FY2027 RFP**." All required Vendor information, certifications and attachments must be included with the proposal.

1.5 District intends to select the successful Vendor and have the final contract presented to the school board at the January/February 2027 meeting with procurement contingent upon E-Rate approval FY2027.

1.6 The District will review the proposals for compliance with the procedural requirements set forth in Section 5 and may reject any proposal that materially fails to comply.

1.7 The District reserves the right to ask clarifying questions of Vendors and to request best and final offers upon review of initial proposals. The price of E-rate eligible services will be most heavily weighted in the review of proposals.

1.8 The successful bidder(s) will be advised of selection by the Issuing Officer through the issuance of a notification of intention to recommend award via email. Any notification of the selection of the successful bidder shall have no legal effect unless and until the parties negotiate a mutually acceptable agreement that is approved by the school board. Unsuccessful bidders also will be notified via email.

1.9 All personnel (contractors and subcontractors) that will be working on this project in the schools must observe all security and safety procedures of each school facility and must secure all record checks required by Pennsylvania law which include 24 P.S. §1-111, 24 P.S. §1-111.1, 24 P.S. §12-1205.6, 22 Pa. Code §8.1, *et. seq*. and 23 Pa.C.S.A. §6301, *et. Seq.*

On-site work at the school sites cannot commence until the provider has obtained all relevant certifications, licenses, permits and/or required qualifications for its workers and has presented required documentation for the personnel to work in the District's locations.

1.10 The District is exempt from Pennsylvania Sales and Use Tax and has other federal and state tax exemptions afforded to public school entities and/or similar political subdivisions. This notice shall serve to satisfy any notification required by the provider as to these tax exemptions. Vendors must ensure that their cost proposals specifically include all applicable taxes, fees and surcharges from which the District is not exempt or that is imposed or assessed by Vendor, as required in Appendix A.

1.11 **Reasons for Disqualification of Proposals**

If any of the following conditions occur, Vendor's proposal is automatically disqualified from being evaluated.

1.11.1 Vendor's proposal is submitted after the response deadline.

1.11.2 Vendor is on Red Light Status with the FCC or is delinquent on a debt to a state or federal governmental agency or entity.

1.11.3 Vendor is not authorized to do business in Pennsylvania.

1.11.4 Vendor has not been in business for at least 5 years performing services or furnishing equipment required in the bid.

1.11.5 Vendor does not have an E-rate SPIN number.

1.11.6 Vendor does not agree to provide discounted billing to the District

1.11.7 N/A

1.11.8 Vendor cannot provide all equipment and services listed in Appendix A unless otherwise noted in this RFP that separate contracts may be awarded for subsets of equipment and/or services.

1.11.9 Mandatory Virtual Bidders' Conference Requirement

Participation in the Virtual Bidders' Conference is a **mandatory prerequisite for bidding** on this project. Bids submitted by service providers who do not attend this conference in its entirety will be deemed non-responsive and will be **automatically disqualified** from the evaluation process.

Date: December 3, 2026
Time: 10:00 AM EST (meeting estimated to be under 15 minutes)
Platform: Microsoft Teams Platform
Registration Link: E-mail techdirector@kasd.net to request the meeting invitation

Attendance and Verification

To satisfy this requirement, a representative of the bidding service provider must log into the Teams Meeting where attendance will be taken. Attendance will be officially logged by KASD at the beginning and conclusion of the meeting. It is the sole responsibility of the service provider to ensure their attendance is accurately recorded with vendor name and representative name.

Questions and Official Answers

Any verbal answers or discussions regarding the scope of work during the Teams Meeting are considered unofficial. All technical or procedural questions raised during the conference must be submitted in writing by the service provider to techdirector@kasd.net by December 3, 2026 at 12 PM Noon EST.

The Applicant will compile all questions and official answers into a formal RFP Addendum. This Addendum will be uploaded to the USAC E-rate Productivity Center (EPC) portal associated with KASD's FCC Form 470 by December 4, 2026 at 12pm Noon EST to ensure equal access to information for all potential bidders. If no official questions/answers, KASD will not post an RFP Addendum to the FCC Form 470.

2.0 SCOPE OF SERVICES REQUESTED IN THIS REQUEST FOR PROPOSAL

Equipment Purchase and Equipment Warranties

2.1 Included in this proposal is Appendix A which itemizes the quantity, model and description of each component or service included in this procurement. Proposals must include Appendix A, completed in the exact format as Appendix A with all required information, showing per unit prices and percentage of E-rate eligibility for each component.

2.2 An equipment manufacturer and product number may be listed in Appendix A, but the District will consider proposals for equipment manufactured by other companies that is equivalent to the quality and functionality of the Appendix A list and is compatible, as well as interoperable, with the District's existing network equipment that is listed in Appendix A. Should a Vendor wish to include equipment manufactured by a different company, they should add three new columns to Appendix A to the right of the original equipment name, showing alternative equipment name, manufacturer and part number. Vendors that propose other manufacturer's products are required to submit project specifications and document that the equipment is compatible and interoperable with the District's existing equipment as well as provide training on equipment as part of their proposal.

2.3 Proposals must include a description of the manufacturer's equipment warranty for each component listed in Appendix A in the appropriate column. Descriptions should be specific and include the number of years covered by the warranty. E-rate rules allow for a 3-year manufacturer's warranty to be included as long as the costs are bundled with the cost of the equipment and not broken out separately.

2.4 Appendix A also may request pricing on separate basic maintenance services which should have a separate cost.

2.5 Proposals are requested that are turn-key, comprehensive solution that addresses all requirements set forth in Appendix A.

2.6 Subcontractors must be identified in the proposal. If the successful Vendor would like to use additional subcontractors that were not identified in the proposal/contract, specific approval must be granted in writing by the District.

2.7 Prices quoted must include the cost for all normal operating and reference manuals and all connecting cables required for installation of the equipment. Power cords shall be included in the cost of the equipment.

3.0 E-RATE REQUIREMENTS

Vendors submitting proposals under this RFP must agree to meet the following conditions relating to the E-rate program and be willing to include such requirements in the Vendor's contract:

3.1 Vendor must agree to submit to the SLD a completed Form 473 prior to July 1 of each calendar year. This form is available at https://www.usac.org/e-rate/resources/forms/

3.2 Discounted Bills: Vendor must agree to provide discounted bills to District which reflect the net charges due to the District after E-rate discounts have been reflected (also known as the "non-discount" amount). The Vendor will then invoice USAC using the Form 474 SPI form for the E-rate discount amount. Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing. Further, Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay. If the District's actions or failure to act are responsible for the non-payment of the Vendor's invoice with USAC, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.

3.3 Reimbursement Option: Should District choose to pay for any equipment or services in full, Vendor must agree to promptly process the District's E-rate reimbursement forms that the District will submit to the SLD in order to receive the E-rate funds. Vendor also must agree that upon its receipt of District's E-rate reimbursement, Vendor will, in turn, remit full E-rate reimbursement to the District. This procedure is required because the SLD does not permit the E-rate reimbursement check to be mailed directly to the District.

3.4 Vendor must separately itemize the cost of E-rate eligible and ineligible products and/or services on all invoices. To determine what items are eligible, vendor must contact the equipment manufacturer or contact USAC at 888-203-8100.

3.5 If Vendor learns of any federal, state or local investigation conducted by any regulatory authority or law enforcement authority that could have an adverse impact on the District's ability to continue to receive the benefit of E-rate funding, Vendor must notify the District within 30 calendar days of learning of such investigation. The District reserves the right to cancel the agreement without penalty if the investigation impedes the District's ability in any way to receive the benefit of E-rate funding, subject to any investigation of wrongdoing.

3.6 Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services and any subcontractors to the District. All such records shall be retained for 10 years following completion of services and/or installation of equipment, and shall be subject to inspection and audit by the District.

3.7 In addition to the foregoing, Vendor must maintain and enforce an internal E-rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:

- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and the District's Form 471
- Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization
- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
- When E-rate eligible services or equipment are allocated or installed in multiple buildings, support for the allocation consistent with the amount and buildings identified in the Form 471
- Documenting that E-rate funded services were provided within the allowable contract period and program year
- Charging proper FRN(s)

- Ensuring that invoices and USAC forms are submitted to the District in a timely manner
- Ensuring that USAC forms are filled out completely, accurately and on time
- Ensuring that Forms 472 are signed/dated by vendor's representative in a timely manner
- Maintaining fixed asset list of E-rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format upon project completion.

4.0 CONDITIONS, CONTRACT and BILLING

4.1 The School District reserves the right to waive any and all defects and informalities in the bid submission process and to reject any and all bid submissions if considered to be in the best interest of the School District to do so. The judgment of the School District on such matters shall be final. By the submission of a bid, the bidder agrees that in the event its bid is rejected by the District for any reason and such rejection is contested by the bidder through the commencement of legal proceedings, whether in law or in equity, the District shall be entitled to an award of reasonable attorney's fees and costs if the District's rejection of the bid is upheld, affirmed or otherwise not set aside.

4.2 The District reserves the right to:

- Amend, modify, cancel this RFP or not award any contract.
- Modify or add to the requirements contained in this RFP at any time after the issuance of this RFP for compliance by all providers.
- Increase or decrease the quantities of equipment at the same price listed in the successful contract; or entirely omit an item or group of items to be purchased to reflect actual District needs at the time that orders are placed. Such additional quantities will be purchased at the price indicated on the contract. Such modifications are expressly anticipated and included within the scope of this RFP.
- District intends to award a single contract for all equipment/services in Appendix A; however, the District reserves the right to award a contract for any or all parts of the RFP to one or more service providers.
- Negotiate terms and conditions to meet requirements consistent with this RFP.
- Request providers to clarify their RFP proposals.

4.3 By submitting a bid, the bidder agrees that, if the bid is accepted by the School District's Board of School Directors, the bidder shall be bound by the terms and conditions of the RFP.

4.4 Bidders agree that their bids are valid and subject to acceptance for 60 days after opening of the bids. All prices contained in a bid must hold firm for 60 days from the opening of the bids.

4.5 Bidders agree to comply with Pennsylvania Prevailing Wage Laws.

4.6 **Timeline for Purchase of Equipment**

The purchase of equipment will be contingent upon E-rate approval and a Notice to Proceed or Purchase Order by the District after E-rate approval has been received.

4.7 **Equipment Substitution**

If the model specified in the contract is discontinued by the manufacturer after the award of this contract, the only acceptable substitute will be the manufacturer's standard replacement in a configuration that

meets or exceeds the specifications and operating capabilities of the "as specified" unit. Further, the substituted equipment must be able to meet the FCC's Service Substitution Criteria. The Proposer must agree to cooperate with the District to provide the information necessary to obtain SLD's approval of a service substitution request.

4.8 **Lowest Corresponding Price**

Per FCC rules, vendors must offer the Lowest Corresponding Price when submitting proposals. Lowest Corresponding Price (LCP) is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See 47 CFR, Part 54, Section 54.500(f). Service providers cannot charge E-rate applicants a price above the LCP for E-rate services. See 47 CFR Section 54.511(b). There is a rebuttable presumption that rates offered within the previous 3 years are still compensatory.

4.9 The District reserves the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate "program year" or an extended service end date for an E-rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission and/or USAC.

4.10 Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to the District for E-rate eligible equipment and/or services:

- Date of invoice
- Date(s) of service
- Funding Request Number ("FRN")
- Vendor SPIN
- Detailed description of services performed, and materials supplied that matches District's contract specifications and Form 471 descriptions of same
- Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
- Invoice on Vendor's letterhead or on a Vendor-generated form
- Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter ("FCDL")

5.0 INFORMATION TO BE INCLUDED IN PROPOSAL

In addition to the other information required to be provided, Vendor also will include with their proposal responses to the following questions:

5.1 Provide a description of the nature and scope of your firm's business endeavors, including history of company.

5.2 Provide a description of your firm's previous and ongoing relationship, if any, with the District.

5.3 Provide proof that the Vendor and all subcontractors are authorized to do business in Pennsylvania.

5.4 Provide the names and contact information of at least 5 current Pennsylvania K-12 clients of similar size to the District that can attest to the quality of work provided by your company using or procuring similar goods and/or services as requested in this RFP.

5.5 Provide a description of the firm's experience with the federal E-rate program.

5.6 Provide federal Tax ID Number, E-rate SPIN Number, and FCC Registration Number (FCCRN).

5.7 Provide certification that the Vendor currently is not subject to the Red Light Rule and will notify the District if they are placed on Red Light Status with the FCC. Further, provide a certification that the Vendor's principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where Vendor is unable to certify to any of the Statements in this certification, Vendor shall attach an explanation to their offer.

5.8 Provide contact name and contact information for person authorized to negotiate terms and conditions.

5.9 Provide contact name and contact information where questions related to the proposal can be directed with statement certifying that this person (or his/her authorized representative) will be available in January 2024 – July 2024 in order to assist with the completion of the District's E-rate applications, as requested.

5.10 Provide copy of terms and conditions for proposed contract.

5.11 Provide a Non-Collusion Affidavit

5.13 **Pennsylvania Right-to-Know Law**

Vendor is required to clearly identify any specific information that they deem as proprietary and request to be withheld from public view. Vendor must provide one copy of its redacted proposal with all proprietary information omitted. District intends to comply with the Pennsylvania Right to Know law concerning requests for release of documents regarding this procurement, including the release of proposals after bid opening. Per E-rate regulations, price of winning bid is not confidential information.

6.0 EVALUATION

In accordance with applicable state law, 24 P.S. Section 8-807.1, the District is required to select the proposal of the "lowest responsible bidder" in the event that the District decides to award a contract.

In order for a bidder to be eligible to be considered a "responsible" bidder, the bidder must comply with the following:

6.1 Submit a timely proposal and not be disqualified under Section 1.11

6.2 The proposal must include all of the required information in Section 5.

6.3 Information submitted in response to Section 5.5 must confirm the bidder is familiar with and experienced with the federal E-rate program.

6.4 Bidder must indicate their willingness to be bound by the terms of the RFP.

6.5 A bidder that opts to submit a proposal for an alternative manufacturer has submitted required documentation that satisfies the requirements of Section 2.2.

7.0 LEGAL TERMS

7.1 The Bidder shall thoroughly acquaint himself with the terms of the applicable statutes, rules, regulations, codes, and ordinances, and shall include in their bid price all costs of complying with their terms. No separate or additional payment will be made for such compliance. In the event that the listed statutes, rules, regulations, codes and ordinances are amended, or if new statutes, rules, or regulations become effective, which cause the Contractor to perform additional work, the District may issue a change order setting forth the additional work that must be undertaken.

7.2 Aluminum and Steel Products Act: In accordance with 71 P.S. Section 773.101-.113, Contractor shall not purchase or permit to be furnished any aluminum or steel products made in a foreign country which has been determined as discriminatory.

7.3 According to 62 Pa. C.S.A. Section 3701, the Contractor agrees that:

7.3.1 That in the hiring of employees for the performance of work under the contract, or any subcontract, no contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

7.3.2 No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under his contract on account of gender, race, creed or color.

7.3.3 The contract may be terminated by the District, and all money due or to become due under the contract may be forfeited for a violation of these terms or conditions.

* The Contractor further agrees that the Contractor and all subcontractors shall comply with the Equal Employment Opportunity provisions specified in 41 CFR 60-1.4(b), which are incorporated herein by reference as if stated fully herein.

7.4 Human Relations Act: The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that is made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA Code 349.101.

7.5 The Contractor shall perform all work/installation and provide all materials in strict conformance with the Contract Documents. All material costs, equipment costs, permit costs, inspection costs, bond costs, insurance costs, and any other cost associated with the Project shall be paid for by the Contractor and reflected in the Contractor's bid amount.

7.6 Because the District will use federal grant dollars for the Project, the Contractor understands that the District must comply with the Uniform Grant Guidance (UGG), the District's policies and procedures governing procurement with federal grant dollars, and any other requirements specified in the grant conditions/terms or required by PDE or any other state or federal regulatory agency. The Contractor also agrees that the Contractor and all subcontractors shall fully cooperate with the District in all respects, and as the District deems necessary, to ensure compliance with these requirements.

7.7 Project Warranty: The Contractor warrants to the District that all materials and equipment furnished under this contract shall be new, unless otherwise specified, and that all work shall be performed in a workmanlike manner that is consistent with established industry standards and shall be of good quality, free from faults and defects, and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective or nonconforming. Any defects discovered within a one (1) year warranty period, commencing on the date of completion, shall be repaired by the Contractor at no additional cost to the District.

7.8 Defective or Non-Conforming Work or Materials: District representatives shall be entitled to inspect the work and materials at any time, and any defective or nonconforming work or materials may be rejected by the District and, if rejected, shall be remedied by the Contractor at no cost to the District.

7.9 Payment: Final payment will be made after approval of Project completion from District Technology Director.

7.10 Competent Workmen: Contractor shall only utilize competent workmen for the Project. No workmen shall be regarded as competent, except those who are duly skilled in their respective branches of labor and that are paid such wage rates as are being paid to other workers doing similar work in the locality where the Project work is being performed.

7.11 Contractor's Insurance: Prior to commencing work on the Project, the Contractor shall provide the district with proof of, and maintain, acceptable workers' compensation insurance in the amounts mandated by state law and general liability in an amount not less than $1,000,000 that lists the District as an additional insured.

7.12 Compliance with Additional Federal Requirements: To the extent applicable, the Contractor and all subcontractors shall comply with (i) the "Anti-Kickback Act "(40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); (ii) the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5); (iii) the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); and (iv) the requirements, including any certification and disclosure requirements, of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

7.13 Compliance with Laws/Hold Harmless/Indemnification: In completing the Project, the Contractor agrees to comply with all Contract Documents and all local, state and federal laws, ordinances, and regulations applicable at any time. Contractor further agrees, to the fullest extent permitted by law, to defend, protect, indemnify and save the District and the District's Board Members, agents, directors, officers, employees, agents and representatives harmless for claims, demands, or causes of action (including litigation costs and attorney fees) relating to any violations of the Contract Documents or any law, ordinance, or regulation by the Contractor, a subcontractor, or the Contractor's or subcontractor's owner, employee, agent or representative.

The Contractor agrees, to the fullest extent permitted by law, to defend, protect, indemnify and save the District and the District's Board Members, agents, directors, officers, employees, agents, and representatives harmless from any and all claims, demands, and causes of action of every kind and character (including litigation costs and attorney's fees) arising in favor of any person (including an owner, employee or agent of Contractor or a subcontractor), on account of personal injuries or death or damages to property occurring, growing out of, instant to, or resulting directly or indirectly from the work and services to be performed by the Contractor or a subcontractor pursuant to the Contract Documents or the actions or inactions of the Contractor, a subcontractor, or the Contractor's or subcontractor's owner, employee, agent or representative.

The Contractor's duties and obligations as stated in the preceding two paragraphs shall survive the termination of the Contract Documents and shall cover all claims, demands, and causes of action, regardless of when a claim, demand, or cause of action is asserted.

7.14 Subcontractors: The Contractor shall be responsible for ensuring that all terms and conditions of the Contract Documents are adhered to by any and all subcontractors that the Contractor may utilize to complete the Project.

7.15 Lien Waiver: In accordance with applicable Pennsylvania Law, the Contractor hereby specifically waives the right to file any mechanics or other lien or claim against the District or its property for work done or material furnished under the Contract Documents. The Contractor further agrees to take any necessary action to prevent a subcontractor from filing any mechanics or other lien or claim against the District or its property for work done or material furnished as a part of the Project. The Contractor agrees to execute a Mechanic's Lien Waiver, to be filed with the Prothonotary of McKean County within 10 days of the execution of the Contract Terms, and any other documents that the District deems necessary to effectuate the terms of this provision. The Contractor further agrees to provide a copy of the executed Mechanic's Lien Waiver to each subcontractor before any labor or materials are supplied by the subcontractor.

7.16 Wages: If prevailing wage is part of this contract, a Prevailing Wage Determination will be attached as Appendix B. The Federal Davis-Bacon Act does not apply to E-Rate funds.

7.17 Clearances: Prime Contractors, Subcontractors, and all employees who will be present on District property shall provide criminal history (including FBI) clearances and child abuse clearances to the District prior to commencing any Work on the Project. Costs for obtaining the required clearances and copies shall be the responsibility of the individual and not the District. All clearances must be kept up to date and current for as long as the individuals are on the Project site. Contractor shall not permit any employee, agent, or subcontractor of contractor to have direct contact with any student of the District until said clearances have been provided to the District. The District reserves the right to reject any employee, agent, or subcontractor based on the results of any criminal background check or child abuse history check.

7.18 Termination: If the Contractor breaches any term of the Contract Documents, the District may give the Contractor and its Surety written notice that the Contractor has seven (7) days from the date of receipt of the District's notice to cure the breach set forth in the notice. Should the Contractor fail to cure the breach within the specified time, the District may terminate its contractual relationship with the Contractor without prejudice to any of its legal or equitable remedies against the Contractor.

7.19 Savings Clause: All sections, sentences, and provisions contained in the Contract Documents are severable. Should any section, sentence, or provision of the Contract Documents be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of the Contract Documents, and the remainder of the Contract Documents shall remain in full force and effect and binding on the parties.

7.20 Entire Agreement/Amendments: There are no understandings between the School District and the Contractor regarding the Contract Documents (as this term is defined in the Request for Bids) other than those set forth in the Contract Documents and there have been no promises, inducements, or commitments made in conjunction with the Contract Documents which are not explicitly set forth therein. The Contract Documents may be amended, modified, or waived only by written agreement approved by the District's Board of School Directors at an advertised, public meeting held in compliance with the requirements of the Pennsylvania Sunshine Act.

8.0 CONTRACT DOCUMENTS

8.1 By submitting a bid, the bidder agrees that, if the bid is accepted by the School District's Board of School Directors within the 60 calendar day time period specified herein, the bidder shall be bound, without modification of any kind, the Request for Sealed Bids (RFB), including, but not limited to, the Bid Submission Form, Legal Terms and Exhibit A. No bid submitted shall be permitted to alter any of the terms and conditions of the Contract Documents. Any attempt by a bidder to submit a bid that modifies or alters any term or condition of the Contract Documents shall result in the bid being rejected by the District.

APPENDIX A

LIST OF EQUIPMENT AND SERVICES

All applicable taxes, fees, shipping and surcharges from which the District is not exempt or that is imposed or assessed by Vendor must be shown below or they will not be paid by the District.

Compatibility: Although functionally equivalent may be submitted for consideration, the equipment listed below must be interoperable and compatible with the District's existing equipment and protocols which are as follows:

- **ExtremeCloud IQ licenses are only product accepted per E-Rate rules on renewal licenses.**
- **KASD will continue to maintain existing Netgear switches not replaced on this project with core switching/edge switching including existing VLANS and routing protocols.**
- **If bidding an "equivalent product", vendor must substantiate the "equivalent product" is fully compatible and configurable to match existing VLAN infrastructure as well as be expandable. "Equivalent product" must also include training to KASD tech staff on "equivalent product" VLAN and configurations to match existing Netgear core and edge switches.**
- Standard rack mounts with 110 volt AC.
- RJ45 Cat6/Cat6E twisted pair cabling
- 100,1000,2,500,10,000 Mbps network connections
- Microsoft Active Directory/Azure and Google Enterprise

DATA PROVIDED BY DISTRICT				DATA PROVIDED BY VENDOR			
Equipment Description	**Manufacturer**	**Part #**	**Estimated Quantity**	**Unit Cost**	**Extended Cost**	**Warranty Information**	**% E-rate Eligibility**
ExtremeCloug IQ Pilot 5 Year License	**Extreme**	**XCIQ-PT0-C-EW-5YR-K12**	110				
Netgear M4350 12x12 SFP+	**Netgear**	**XSM4324-100NES**	2				
Netgear M4350 24GXF POE+	**Netgear**	**GSM4328-100NES**	7				
Netgear M5350 48GXF POE+	**Netgear**	**GSM3542-100NES**	5				
Netgear M4350 44M4XV POE++	Netgear	**MSM4352-100NES**	*8*				
Netgear APS350Wv1 Power Supply	**Netgear**	**APS350Wv1**	6				
TOTALS				**$**	**$**		

TOTAL BID AMOUNT INCLUDING ALL EQUIPMENTS, MATERIALS, & INSTALLATION $_____

By signing below, the individual signing below agrees as follows:

1. He/she is an authorized agent of the vendor that has the authority to enter into a legally binding contract on behalf of the vendor

2. The total bid amount listed above shall not change unless a Change Order is approved by the District.

3. The vendor, if its bid is accepted by the District, agrees to be bound by the Contract Documents (as this term is defined in the RFB) without modification of any kind.

_____
Name of Business Entity/Vendor/Contractor

_____
Signature of Authorized Agent

_____
Printed Name of Authorized Agent

_____
Date

NON-COLLUISION AFFIDAVIT

Contract / Bid No.: _____

Commonwealth / State of: _____

County of: _____

I state that I am the _____ (Title) of _____ (Name of Firm)
and that I am authorized to make this affidavit on behalf of my firm, and its District, directors, and officers.
I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) _____ (Name of Firm) and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied on by _____ (District) in awarding the contract(s) for which this bid is submitted.

I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from _____ (District) of the true facts relating to the submission of bids for this contract.

_____ (Name)

_____ (Company)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY OF, 20 _____

Notary Public

My Commission Expires _____