RIALTO UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSALS ("RFP") NO. FY2627-RFP-03

Project: Wide Area Network ("WAN")

Proposal Deadline: January 7, 2027, at 10:00 a.m. PST

Submit Bids To: Rialto Unified School District
Purchasing Services Department
260 S. Willow Avenue
Rialto, CA 92376

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NOTICE INVITING PROPOSALS
Request for Proposals ("RFP") No. FY2627-RFP-03
Wide Area Network ("WAN")

NOTICE IS HEREBY GIVEN that the Rialto Unified School District ("District" or "RUSD") acting by and through its Governing Board, is soliciting sealed proposals from qualified and experienced firms ("Proposers") for the procurement of a Wide Area Network ("Project") pursuant to California Public Contract Code Section 20118.2.

The District is utilizing the competitive negotiation process authorized by Public Contract Code Section 20118.2, subject to the required Governing Board findings and authorization. The District will evaluate proposals based on the criteria established in the Request for Proposals ("RFP") and select the qualified Proposer whose proposal meets the evaluation standards and is most advantageous to the District, with price and all other factors considered.

PROPOSAL DOCUMENTS: The documents necessary to submit a proposal ("RFP Documents") including specifications, instructions, evaluation criteria, required forms, general provisions, special provisions, and applicable attachments, are available through the District's electronic procurement portal, PlanetBids, at https://vendors.planetbids.com/portal/52215/bo/bo-search

Prospective Proposers are responsible for obtaining the complete RFP Documents, monitoring the procurement portal for addenda, and complying with all solicitation requirements.

PROPOSAL SUBMISSION: Electronic submission through the District's PlanetBids procurement portal is the preferred method for submitting proposals. However, the District will accept sealed hardcopy proposals in lieu of electronic submission, provided they comply with all applicable RFP requirements.

Hardcopy proposals shall be delivered to:
Rialto Unified School District
ATTN: Purchasing Services Department
260 S. Willow Avenue
Rialto, CA 92376

Proposers shall select one submission method only, either electronic through PlanetBids or sealed hardcopy. Submission through both methods is not permitted or required.

Proposers are solely responsible for ensuring their proposals are complete and received by the District before the established proposal deadline. Late proposals will not be accepted, regardless of the submission method selected.

PROPOSAL DEADLINE: Proposals must be received no later than 10:00 a.m. PST on January 7, 2027. Proposals received after the deadline will not be considered.

QUESTIONS AND CLARIFICATIONS: All questions regarding the RFP Documents must be submitted in writing through the District's designated procurement portal by 04:00 p.m. PST on December 16, 2026. Responses, clarifications, and modifications will be issued through formal written addenda. Oral interpretations or representations shall not be binding on the District.

PRE-PROPOSAL CONFERENCE: The District will conduct a mandatory pre-proposal conference on December 9, 2026 at 09:00 a.m., at the District Registration Center located at 260 S Willow Ave, Rialto, CA 92376. Attendance at the Pre-Proposal Conference is required, and any proposer that does not attend the entirety of the conference shall be deemed non-responsive.

EVALUATION AND BASIS FOR AWARD: In accordance with Public Contract Code Section 20118.2, the District will evaluate proposals using the significant evaluation factors and their relative importance as identified in the RFP Documents. Evaluation factors may include price, technical qualifications, performance reliability, compatibility with existing District systems, standardization, life-cycle costs, implementation timelines, support services, warranties, past performance, and other factors relevant to the Project.

Award, if made, shall be to the qualified Proposer whose proposal meets the established evaluation standards and is determined to be most advantageous to the District, with price and all other factors considered. The District is not required to award the contract to the lowest-priced Proposer. If the contract is not awarded to the Proposer offering the lowest price, the District shall make a finding setting forth the basis for the award, as required by Public Contract Code Section 20118.2.

DISTRICT RIGHTS: The District, in accordance with applicable law, may waive any minor irregularity or informality in any bid or in the RFP process. The District may, but is not required to, seek information from any Proposer that might resolve an ambiguity in the proposers response.

REQUIRED PROPOSAL FORMS: Each Proposer shall submit the proposal forms, certifications, pricing schedules, and supporting documentation identified in the RFP Documents. Failure to submit required material information or comply with material solicitation requirements may result in rejection of the proposal.

FEDERAL FUNDING REQUIREMENTS: If the Project is funded in whole or in part through federal financial assistance subject to 2 CFR Part 200, the successful Proposer shall comply with all applicable federal procurement and contract requirements, including the provisions identified in 2 CFR Section 200.327 and Appendix II to Part 200, as incorporated into the RFP Documents. Additional requirements of the applicable federal funding agency or program shall also apply.

E-RATE REQUIREMENTS: If the Project involves services or equipment eligible for support under the Federal Communications Commission's Schools and Libraries Universal Service Support Program (“E-Rate”), Proposers shall comply with all applicable FCC and Universal Service Administrative Company (“USAC”) requirements, including the E-Rate supplemental terms and conditions incorporated into the RFP Documents.

CONTRACTOR LICENSE AND PUBLIC WORKS REQUIREMENTS: If the Project includes work subject to California public works laws, the successful Proposer and its subcontractors shall comply with all applicable licensing, prevailing wage, Department of Industrial Relations registration, and related statutory requirements identified in the RFP Documents. Any public works component must be procured under appropriate statutory authority.

PROPOSAL SECURITY AND SURETY BONDS: security, performance bonds, and payment bonds shall be provided in the amounts and under the conditions specified in the RFP Documents.

San Bernardino County Sun
Publication Dates: November 23, 2026 and November 30, 2026

PROPOSAL EVENT TIMELINE

Solicitation Document Release	November 23, 2026
Mandatory Pre-Proposal Meeting (In Person)	December 9, 2026 @ 9:00 a.m. PST
Deadline for Questions	December 16, 2026 @ 4:00 p.m. PST
Proposal Deadline	January 7, 2027 @ 10:00 a.m. PST
Anticipated Award Date (Board Meeting)	February 10, 2027

PART 1 — INSTRUCTIONS TO PROPOSERS

Section 1. Competitive Negotiation and Award

Per, the District will use the competitive negotiation process, with evaluation factors and relative importance as outlined in this RFP. No reference to proposer implies that the District may disregard otherwise applicable competitive bidding requirements. The District shall review proposals for the Project in accordance with Public Contract Code § 20118.2 which establishes a competitive negotiation process for technology goods and services. As set forth in Section 20118.2, the District will select the most qualified proposer whose proposal meets the evaluation standards determined by the District as set forth in the RFP and who offers the most benefit to the District with price and all other factors considered. Price is an important consideration in this process, but not the only consideration. The factors to be considered by the District are identified in RFP documents. Any reference to proposals or proposers in the RFP is solely for clarification purposes and in no way shall be construed as indicating the District is required to follow, or will follow, a standard bid process or award to the lowest responsible proposer.

Section 2. Definitions and Solicitation Documents

“District” means Rialto Unified School District; “Proposer” means an entity submitting a proposal; “Contractor” means the awarded company. The solicitation includes the notice, instructions, scope, general and special provisions, forms, exhibits, written addenda and the executed agreement.

Section 3. Questions and Clarifications

All questions, requests for clarification, or notices of discrepancies concerning the solicitation documents must be submitted in writing through the District's PlanetBids procurement portal no later than Deadline for Questions. Responses to questions that require clarification or modification of the solicitation documents will be issued through written addenda. Proposers are responsible for reviewing all addenda issued by the District. Oral interpretations or statements shall not be binding on the District.

Section 4. Examination of Solicitation Documents

Proposers are responsible for thoroughly examining all solicitation documents, including instructions, general provisions, special provisions, technical specifications, required forms, attachments, and addenda. Submission of a proposal constitutes acknowledgment that the Proposer has reviewed and understands the solicitation requirements.

Section 5. Communications with District Staff

To maintain the integrity of the competitive procurement process, Proposers shall direct all communications concerning this solicitation through the District's designated procurement contact or PlanetBids portal. Proposers shall not contact Governing Board members, District employees, consultants, or other representatives regarding this solicitation unless expressly authorized in writing by Purchasing Services. **Unauthorized communications will result in disqualification from participating in the RFP.**

Section 6. Submission of Proposals

Proposers may submit their proposals either electronically through the District's PlanetBids procurement portal (preferred), or as sealed hardcopy proposals delivered to the address stated in the Notice Inviting Proposals. Each Proposer shall use only one submission method; submitting both an electronic and a hardcopy proposal is prohibited. Regardless of method, the complete proposal must be received before the Proposal Deadline. The Proposer bears the risk of transmission, delivery, and receipt. The District will not accept late proposals.

Section 7. Late Proposals

In accordance with Government Code Section 53068, proposals must be received by the date and time specified in the Notice Inviting Proposals. The official time of receipt shall be determined by the District's designated electronic procurement system or designated District department. Proposals received after the established deadline shall not be accepted or considered, regardless of the reason for delay. Proposers are solely responsible for ensuring their proposals are received by the designated department or through the authorized electronic procurement system before the established deadline.

Section 8. Proposal Security

When required by the Notice Inviting Proposals, each proposal shall be accompanied by proposal security in the amount and form specified in the RFP documents. Acceptable forms of security, the method of submission, and any requirements for delivering original documents shall be identified in the Notice Inviting Proposals or Special Provisions. Failure to provide required proposal security in accordance with the solicitation requirements may result in rejection of the proposal.

Section 9. Preparation of Proposals

Proposals shall be prepared in accordance with the solicitation documents and shall include all required forms, certifications, pricing schedules, formatting, sections, and supporting information. Each proposal shall identify the Proposer's complete legal business name, business address, authorized representative, and any proposed subcontractors, as required by the solicitation. Proposals must be signed by an individual authorized to bind the Proposer to the proposed contractual obligations. The Proposer shall bear all costs associated with preparing and submitting its proposal.

Section 10. Proposal Pricing and Validity

All proposed pricing shall be firm and remain valid for ninety (90) calendar days following the Proposal Deadline unless a different period is specified in the Notice Inviting Proposals. Pricing shall include all applicable costs necessary to provide the proposed goods or services, including labor, equipment, materials,

delivery, installation, licensing, maintenance, and other charges, unless expressly excluded or separately identified. Any proposed price adjustments, recurring charges, renewal costs, or additional fees must be clearly disclosed in the required pricing schedules.

Section 11. Withdrawal or Modification of Proposals

A Proposer may withdraw or modify its proposal before the established Proposal Deadline using the procedures authorized by the District's electronic procurement portal or other approved submission method. After the Proposal Deadline, proposals may not be withdrawn or modified. The District may request clarifications concerning submitted proposals, provided such requests are consistent with the solicitation requirements.

Section 12. Responsiveness of Proposals

The District will review proposals to determine whether they materially comply with the requirements of the solicitation documents. A responsive proposal is one that substantially conforms to the material terms, conditions, specifications, and submission requirements established by the District. The District reserves the right to reject proposals containing material omissions, qualifications, exceptions, or deviations that affect the proposed goods or services, price, quality, performance, or fairness of the competitive process. The District may waive minor informalities or immaterial irregularities at the Districts discretion. Such determinations shall be made by the District in a manner consistent with fair competition.

Section 13. Responsibility of Proposers

The District reserves the right to determine whether a Proposer possesses the qualifications, experience, financial resources, technical capabilities, licenses, personnel, and organizational capacity necessary to satisfactorily perform the proposed contract. In determining responsibility, the District may consider past performance, references, business integrity, compliance history, financial stability, and other relevant information. The District may request additional documentation, conduct reference checks, or verify information submitted by a Proposer as part of its responsibility determination.

Section 14. Proposers Interested in More Than One Proposal

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for by the District. A person, firm, or corporation that has submitted a sub proposal to a proposer, or that has quoted prices of materials to a proposer, is not thereby disqualified from submitting a proposal or quoting prices to other proposers or submitting a proposal.

Section 15. Exceptions and Deviations

Proposers shall clearly identify all proposed exceptions, deviations, qualifications, or modifications to the solicitation documents in the written response as indicated in Part 2, Section 20, Exceptions and Proposed Modifications. Each exception shall identify the applicable provision, describe the proposed deviation, and provide the Proposer's requested alternative language or solution. Exceptions not expressly identified in the required section may be deemed waived by the Proposer. The District reserves the right to reject proposals

containing material exceptions or to consider disclosed exceptions in accordance with the published evaluation criteria.

Section 16. Vendor Terms and Conditions

The District's solicitation documents and resulting executed agreement shall govern the procurement and performance of the contract. Vendor-issued quotations, order acknowledgments, software licenses, online terms of service, click-through agreements, master service agreements, or other vendor documents shall not supersede or modify the District's contractual terms unless expressly incorporated into a written agreement or amendment approved by an authorized District representative. The District shall not be bound by unilateral modifications to vendor terms, including modifications published through websites or electronic platforms, unless expressly approved in writing by the District.

Section 17. Confidentiality and Public Records

Proposals and related procurement records may be subject to disclosure under the California Public Records Act, Government Code Section 7920.000 et seq. Proposers claiming that specific portions of their submissions are confidential, proprietary, or exempt from disclosure shall clearly identify those portions and provide the legal basis supporting the claimed exemption. General or blanket designations of an entire proposal as confidential are discouraged and shall not, by themselves, establish an exemption from disclosure. The District cannot guarantee confidentiality and shall determine disclosure obligations in accordance with applicable law.

Section 18. Protest Procedures

A Proposer wishing to protest a proposed contract award shall submit a written protest to the District's Purchasing Services Department within five (5) calendar days following issuance of the Notice of Intent to Award, unless a different protest period is expressly established in the RFP documents. The written protest must identify the solicitation number, the specific action being challenged, the factual and legal grounds supporting the protest, relevant documentation, and the relief requested. The District may request additional information or responses from affected parties and shall review the protest in accordance with its established procedures. The District will issue a written determination concerning the protest. The filing of a protest does not automatically suspend the procurement process unless required by law or determined appropriate by the District. Nothing in this section shall eliminate rights or remedies that cannot legally be waived.

Section 19. Performance and Payment Bonds

When required by applicable law or expressly specified in the Notice Inviting Proposals or Special Provisions, the successful Proposer shall furnish performance and/or payment bonds in the amounts and forms established by the District. The solicitation documents shall identify the required bond amounts, acceptable surety requirements, and deadlines for submission. Bonding requirements shall apply only to the extent appropriate to the specific procurement and required by applicable law or the solicitation documents.

(continued on the next page)

Section 20. Contractor Licensing and Public Works Requirements

When the Project includes work subject to California contractor licensing or public works laws, the Proposer and its subcontractors shall comply with all applicable statutory requirements, including contractor licensing, Department of Industrial Relations registration, prevailing wages, certified payroll reporting, and subcontractor listing requirements. The Notice Inviting Proposals and Special Provisions shall identify the applicable requirements based on the nature and scope of the Project. The inclusion of telecommunications equipment, software, or managed network services shall not, by itself, establish that the entire procurement constitutes a public works project.

Section 21. Execution of the Contract

Following the award of a contract, the successful Proposer shall execute the District-approved agreement and submit all required supporting documents, including applicable insurance certificates, endorsements, bonds, certifications, and other contract documents, within the period specified by the Districts Notice of Award ("NOA"). No contract shall become effective until properly approved and executed by the District's authorized representative. The successful Proposer shall not commence work, deliver equipment, activate services, or incur costs chargeable to the District until receiving the required written authorization. Failure to execute the agreement or provide required documents within the established period may result in withdrawal of the award and other remedies available to the District under applicable law.

PART 2 — PROPOSAL PREPARATION

In order to be responsive to this RFP a Proposer's Proposal must include all information required by this Part 2, organized in the order set forth below, except as otherwise expressly provided in the RFP Documents.

1. Proposal Format and Page Limitations

The narrative portion of each Proposal shall not exceed thirty (30) pages, using standard 8.5-inch by 11-inch pages and a font size of not less than eleven (11) points. The page limitation applies collectively to the narrative responses required under Sections 1 through 22 of this Part 2. Required District proposal forms, shall not count toward the page limitation. Excluded attachments shall be clearly identified and shall not be used to circumvent the narrative page limitation. Proposals shall be submitted electronically through the District's designated PlanetBids procurement portal unless an alternative submission method is expressly authorized in the Notice Inviting Proposals.

2. Proposal Cover (one page)

Using the District's RPF-1 Proposal Cover Sheet, the cover of the Proposal may specify only: (i) the Project name and RFP number designated by the District; (ii) the Proposal Deadline; (iii) the title of the Proposal, if any; (iv) the Proposer's legal business name, contact person, address, telephone number, and email address; and (v) the Proposer's logo, if any, and the certification.

3. Table of Contents (one page)

Include a table of contents identifying each section of the Proposal and its corresponding page number. The Proposal shall be organized in the sequence established in this Part 2, with clearly identified section headings and references to supporting attachments.

4. Proposer Contact Information (one page)

Specify: (i) the Proposer's full legal business name and organizational structure; (ii) the address, telephone number, and email address of its principal business office; (iii) the names and titles of its principal owners and officers, as applicable; (iv) the name and contact information of the individual authorized to negotiate and execute agreements on behalf of the Proposer; and (v) the address and contact information of the office responsible for managing the District's account and providing ongoing services.

5. Proposer Qualifications and Experience (two pages)

Include a summary description of the Proposer's qualifications and experience providing wide area network (WAN), telecommunications, high-speed data, and related technology services. Without limiting the foregoing, the summary shall identify: (i) the number of years the Proposer has been in business; (ii) the nature and scope of services regularly provided; (iii) the size and operational capacity of the organization; (iv) experience designing, implementing, and maintaining WAN infrastructure; (v) experience providing services to California K‑12 public school districts and other public agencies; and (vi) experience participating in the Federal Communications Commission's E-Rate program. The Proposer shall describe its financial and operational stability and its capacity to fulfill the requirements of the Project throughout the proposed contract term.

6. Key Personnel and Technical Support (two pages)

Identify the principal management, engineering, technical, and support personnel the Proposer intends to assign to the Project. For each individual, specify: (i) name and position; (ii) anticipated responsibilities; (iii) relevant qualifications and professional certifications; (iv) years of experience providing comparable services; and (v) experience implementing or supporting telecommunications networks for K‑12 public school districts. Include a description of the Proposer's organizational structure, escalation procedures, and availability of technical support personnel. Individual resumes or professional profiles may be included as attachments to the Proposal.

7. Licenses, Registrations, and Certifications (one page)

Identify all licenses, registrations, certifications, and regulatory authorizations necessary to provide the proposed equipment and services, including, as applicable: (i) California Public Utilities Commission authorizations; (ii) Federal Communications Commission registrations; (iii) California Contractors State License Board licenses (“CSLB”); (iv) Department of Industrial Relations (“DIR”)registration for work subject to California public works; and (v) manufacturer or industry certifications relevant to the proposed technology.

The Proposer shall affirm that it possesses, or will possess when legally required, all authorizations necessary to perform its contractual obligations. Supporting documentation shall be included as attachments.

8. K‑12 Experience and References (two pages)

Provide a summary of comparable WAN or telecommunications projects completed or performed for California public school districts or other public agencies during the preceding five (5) years.

Include a list of at least three (3) references, specifying for each: (i) the name of the agency or organization; (ii) the name and contact information of the primary representative; (iii) the general scope of equipment and services provided; (iv) the number of facilities or network endpoints served; (v) the approximate contract value; (vi) the contract commencement and completion dates, if applicable; and (vii) any significant implementation delays, service disruptions, or disputes and their resolution. The District reserves the right to contact references and verify information submitted.

9. Proposed WAN Solution and Technical Architecture (three pages)

In relation to the Scope of Work ("SOW") in Part 4, provide a comprehensive description of the proposed WAN solution, including: (i) the network architecture and transport technology; (ii) proposed bandwidth and symmetrical transmission capabilities; (iii) network topology and physical route diversity; (iv) redundancy and failover capabilities; (v) equipment, facilities, and infrastructure necessary to provide service; (vi) scalability and future bandwidth expansion; (vii) security and network management features; and (viii) any assumptions, limitations, or deviations from the District's technical specifications.

The Proposal must address every District location identified in the Scope of Work and Attachment A – Districtwide WAN Services Site List.

Include a technical network diagram as an attachment depicting the proposed connections, aggregation points, service paths, and other relevant infrastructure.

10. Network Diagrams and Infrastructure (two pages, excluding diagrams)

In relation to the Scope of Work ("SOW") in Part 4, provide a description of the proposed network infrastructure and supporting diagrams identifying: (i) each District endpoint; (ii) the proposed transport path serving each location; (iii) intermediate aggregation facilities or third-party infrastructure; (iv) primary and secondary network paths, if applicable; (v) proposed points of presence and network hubs; and (vi) any wireless links or other alternative transport technologies.

For fiber-based solutions, identify whether the proposed circuits traverse shared facilities or aggregation points. For wireless solutions, identify the number of wireless hops, supporting backhaul facilities, and relevant equipment characteristics.

11. Service Demarcation and Equipment (one page)

Describe the proposed service demarcation at each District location, including: (i) the physical termination point; (ii) the type and configuration of customer premises equipment; (iii) required rack space, electrical power, and environmental conditions; (iv) the proposed network handoff interface; and (v) any installation or infrastructure improvements necessary to establish service.

All proposed services shall terminate at the designated demarcation points identified in the District's technical specifications. Proposals that provide service only to the property line, without the required connection to the designated demarcation point, shall not satisfy the District's requirements unless expressly authorized.

12. Implementation Schedule and Transition Plan (two pages)

Provide a detailed implementation schedule identifying the activities, milestones, and anticipated completion dates necessary to bring all District locations into service.

The schedule shall address: (i) engineering and design; (ii) permitting and right-of-way approvals; (iii) equipment procurement; (iv) special construction, if required; (v) installation and configuration; (vi) testing and acceptance; (vii) migration from existing services; and (viii) final service activation.

For solutions requiring special construction, describe the anticipated construction schedule and the effect that delays in E-Rate funding commitments, permitting, or other external approvals may have on implementation.

The Proposer shall describe its plan to minimize interruptions to District operations during transition and identify any required District participation.

13. Network Monitoring and Customer Support (two pages)

Describe the Proposer's network monitoring, customer service, and technical support capabilities, including: (i) availability of monitoring services twenty-four (24) hours per day, seven (7) days per week; (ii) procedures for identifying and reporting service outages; (iii) notification methods and escalation procedures; (iv) availability and qualifications of technical support personnel; (v) trouble-ticket tracking and reporting; (vi) response and restoration commitments; and (vii) processes for communicating planned maintenance or service interruptions.

The Proposer shall identify the location and operating structure of its network operations center or equivalent service support facility.

14. Service Level Agreement and Performance Standards (two pages)

Describe the Proposer's ability to meet the District's required service-level standards, including network availability, packet delivery, latency, jitter, outage response, and service restoration.

The Proposal shall identify: (i) guaranteed monthly network availability; (ii) performance monitoring and measurement methods; (iii) service response and restoration times; (iv) planned maintenance procedures; (v) service credit or nonperformance remedies; and (vi) any exclusions or limitations affecting service-level commitments.

The Proposer shall demonstrate its ability to meet or exceed the minimum network availability and performance requirements established in Part 4, Section 3.3. The proposed SLA shall describe measurement methods, maintenance exclusions, response and restoration commitments, and applicable remedies without reducing the District’s stated minimum requirements.

Include the Proposer's proposed Service Level Agreement (“SLA”) as an attachment. Submission of a vendor SLA does not constitute acceptance of its terms by the District.

The Proposer shall complete Attachment A – Districtwide WAN Services Site List. The completed site list, proposed SLA, network diagrams, and technical narrative shall be consistent with one another.

15. E-Rate Qualifications and Compliance (two pages)

Describe the Proposer's experience and qualifications participating in the FCC Schools and Libraries Universal Service Support Program (“E-Rate”).

The Proposal shall include: (i) the Proposer's Service Provider Identification Number (“SPIN”); (ii) FCC Registration Number (FRN); (iii) confirmation of its FCC Red Light/Green Light status; (iv) experience supporting E-Rate funding applications and Program Integrity Assurance (PIA) reviews; (v) procedures for maintaining program compliance and supporting documentation; and (vi) experience providing eligible telecommunications services and special construction, if applicable.

The Proposer shall acknowledge its obligation to cooperate with the District and USAC in responding to funding inquiries, audits, and requests for supporting documentation.

16. E-Rate Program Integrity Assurance (“PIA”) Cooperation (one page)

Include a written acknowledgment confirming that, if selected, the Proposer will promptly provide information reasonably requested by the District or USAC in connection with the E-Rate Program Integrity Assurance review process.

For proposals involving special construction, the Proposer shall agree to provide itemized supporting information concerning construction labor, materials, equipment, and other costs as required for E-Rate review and funding eligibility determinations.

The Proposer shall expressly indicate whether it agrees to these requirements and identify any proposed exceptions.

17. Funding Availability and Notice to Proceed (one page)

Include a written acknowledgment that implementation of the proposed services shall be subject to the District's issuance of a written Notice to Proceed and any applicable funding contingencies established in the RFP Documents. The Proposer shall acknowledge that receipt of an E-Rate funding commitment does not, by itself, constitute authorization to commence work or activate services. The Proposal shall identify any financial obligations, cancellation charges, or other conditions that the Proposer proposes to apply if E-Rate or other anticipated funding is unavailable or delayed.

18. Master Services Agreement and Contract Terms (one page)

Include copies of the Proposer's standard Master Services Agreement ("MSA") Service Level Agreement, and other proposed contractual documents, if applicable. The Proposer shall identify any terms or conditions that conflict with the District's proposed agreement, General Provisions, Special Provisions, or other solicitation requirements. Submission of vendor contractual documents shall not constitute acceptance by the District. Any exceptions or proposed modifications must be identified on the District's designated Exceptions and Deviations Form.

19. Pricing Proposal (RPF-2 – Proposal Form and Attachment A)

The Proposer shall complete and submit RPF-2 - Proposal Form and Attachment A – Districtwide WAN Services Site List, using the District-provided Microsoft Excel workbook. The Proposer shall provide complete pricing for all applicable District locations, services, and bandwidth configurations identified in Attachment A, including: (i) monthly recurring charges; (ii) nonrecurring installation and activation charges; (iii) equipment and materials; (iv) special construction, if applicable; (v) maintenance and technical support; (vi) software and licensing costs; (vii) current and proposed future bandwidth upgrades; (viii) optional services; and (ix) any other costs necessary to provide the proposed WAN solution.

The Proposer shall separately identify E-Rate eligible and ineligible costs, including the District's anticipated nondiscounted share, as applicable. All proposed annual price increases, renewal pricing, additional fees, exclusions, and assumptions affecting the total contract cost shall be clearly disclosed. Any costs not specifically identified in Attachment A shall be included in a separate supporting pricing schedule.

The pricing amounts reported in RPF-2 shall reconcile with the completed Attachment A and any supporting schedules. The Proposer shall retain the District's established worksheet format, site information, and pricing categories. All proposed pricing shall be consistent with the technical solution described in the Proposal, and no additional charges shall be permitted unless expressly authorized by the District in accordance with the Contract Documents.

20. Exceptions and Proposed Modifications (one page)

Identify each proposed exception, deviation, or modification to the solicitation documents, including: (i) the specific provision at issue; (ii) the reason for the proposed exception; (iii) the alternative language or requirement requested; and (iv) the anticipated effect on pricing, performance, or contractual obligations.

The District reserves the right to consider proposed exceptions in accordance with the published evaluation criteria.

21. Additional Information (two pages)

A Proposer may include additional information it believes is directly relevant to the District's evaluation and that could not reasonably be included within the preceding sections. Such information may include innovative technical solutions, operational efficiencies, additional service capabilities, or other features that provide measurable benefits to the District. General marketing materials unrelated to the Project are neither necessary nor desired.

22. Required Proposal Forms and Certifications (excluded from page limit)

Include all forms, certifications, and supporting documentation identified as mandatory in the RFP Include the following required proposal forms and supporting documentation, as applicable: (i) RPF-1 - Proposal Cover Sheet; (ii) RPF-2 - Proposal Form and Attachment A pricing workbook; (iii) RPF-3 - Noncollusion Declaration; (iv) RPF-4 - Subcontractors and Subcontractor Listing; and (v) RPF-5 - E-Rate Certification., including the signed E-Rate Supplemental Terms and Conditions required by Part 10. Include all additional certifications, licenses, permits, exceptions, and supporting materials expressly required elsewhere in the RFP. Required forms and certifications are excluded from the thirty-page narrative limit. Post-award forms shall be provided by the successful Proposer when directed by the District.

PART 3 – EVALUATION OF PROPOSALS

Section 1. Evaluation of Submissions

Prior to scoring any Proposal, the District may reject Proposals that: (i) are conditional, incomplete, contain irregularities or inconsistencies, or otherwise fail to satisfy or conform to the requirements of this RFP; (ii) fail to meet the minimum technical, operational, regulatory, or E-Rate requirements established in the RFP Documents; or (iii) contain information determined by the District to be false, inaccurate, or misleading, whether intentionally, negligently, or otherwise. The District reserves the right to waive minor informalities or irregularities that do not materially affect the Proposal or provide an unfair competitive advantage.

The District, in its sole discretion, may designate one or more individuals to evaluate and score Proposals on its behalf, including, but not limited to, District employees, Technology Services personnel, independent consultants, and other individuals possessing relevant qualifications or experience.

The District may determine that it is necessary to conduct interviews, request demonstrations or technical presentations, seek additional clarifications, contact references, or otherwise verify information submitted by any Proposer. The District may also request additional documentation concerning technical specifications, implementation schedules, service-level commitments, pricing, regulatory compliance, or E-Rate eligibility. Information obtained through these processes may be considered in evaluating the Proposals. Otherwise, the District will evaluate and score each Proposal based on the information contained in the Proposal.

Each individual designated to evaluate Proposals shall independently score each Proposal using the evaluation criteria and relative point values established in Part 3. Proposals that fail to satisfy any mandatory pass/fail requirement shall be rejected and shall not proceed to further evaluation. For each scored evaluation category, evaluators shall assign points ranging from zero (0) to the maximum points available for

that category. The final score for each category shall be determined by averaging the scores assigned by the individual evaluators.

Upon completion of the evaluation process, the District shall rank responsive Proposals submitted by responsible Proposers according to their overall scores, from highest to lowest, to determine the Proposal offering the best value to the District. Best value shall be determined based on the published evaluation criteria.

There shall be no required minimum overall score unless otherwise expressly established in the RFP Documents. The District reserves the right to reject any or all Proposals, request additional information, and make an award in accordance with Public Contract Code Section 20118.2. The District shall not be obligated to award a contract solely on the basis of the lowest proposed price.

Section 2. Evaluation Criteria

Percentage Weight	Evaluation Criteria
Pass/Fail	Proposal Content and Formatting
30%	Total Cost
20%	Technical Solution
15%	Service Reliability, SLA's, and Support
10%	Implementation Plan and Schedule
10%	Qualifications and Experience
15%	MSA Terms & Exceptions

Section 3. Negotiations and Award

The District may request best and final offers or negotiate where authorized by the selected procurement method. Award shall be to the proposer offering the greatest overall benefit under the published factors and subject to required findings and approval.

PART 4 — SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Section 1. Introduction

The District currently enrolls 23,000+ students, grades K-12, state pre-school programs, and an Adult Education program across 30+ sites. Since the COVID pandemic, the District has adopted a 1:1 environment with District-supplied classroom devices for students. Currently, the District supports over 50,000+ endpoints for student and administrative use. In November 2019, the State Educational Technology Directors Association ("SETDA") organization provided guidance of at least 2 Mbps per student for medium-sized school districts. SETDA guidance also does not account for users with multiple devices within their bandwidth targets. Using SETDA's guidance, the District plans to expand its External WAN bandwidth to better align with the recommendations and ensure Internal WAN connectivity between school sites and the Hub sites provides enough bandwidth to access External WAN services without internal bottlenecks. The District intends to support augmented reality, virtual reality, mixed reality, and game-based learning, which is already beginning

to take place within the District. Game-based learning is also expanding to Esports, a competitive video game play that is emerging in K-12 education to further engage students.

Section 2. Project Background

The District's current topology is such that both Hub 1, located at 182 E. Walnut, Rialto, CA 92376, and Hub 2, located at 260 S. Willow Ave, Rialto, CA 92376, are the primary providers for District network services; however, applications and all Internet access currently come from Hub 1. Each school site has its own firewall with two (2) circuit connections, one to each District Hub Site, because the design is currently a dual ring. District IT staff currently deploy and manage the Layer 3 IP routing architecture using BGP. Both circuits provide additive bandwidth to each school site. At the hub sites, the internal managed services handoffs connect to core/aggregation switches. The District site's bandwidth travels to both Hub sites, and the District network resiliency Internal WAN bandwidth between the hub sites. Hub 2 routes External WAN traffic up to Hub 1, where both External WAN circuits presently connect. The District intends to explore moving Hub 1's Secondary External WAN circuit to directly connect to Hub 2 rather than go through Hub 1. The District has implemented in Hub 1 two Firewalls capable of over 40Gbps+ of Threat Prevention throughput each for the External WAN services. The District may move one of the Hub 1 firewalls to Hub 2 or will acquire outside of this RFP another pair of firewalls for Hub 2 to connect the individual External WAN services at each Hub Site. The design intends to distribute traffic to the District's combined External WAN throughput by using both External WAN circuits simultaneously via an Active/Active SD-WAN setup.

Section 3. Scope of Work ("SOW")

It is the Districts intent to provide districtwide high-speed symmetric full-duplex fully managed leased lit fiber Wide Area Network Services. The District intends to meet current network demands by developing a flexible infrastructure to support both educational and administrative needs. The proposal must include the installation (one-time) costs and monthly recurring costs (MRC) for all connections and sites. Respondents should clearly illustrate proposed network design and construction routes. Respondents should show evidence that they looked at alternate routes for the build and should provide narrative language supporting the rationale for the chosen build route(s).

Section 3.1. Internal Districtwide WAN Services

The District prefers the most cost-effective E-rate solution for connecting 30+ schools and non-E-rate administrative/NIF sites to Hub 1 as well as Hub 2 and is willing to evaluate an all-active ring network, and a ring (or rings) plus laterals network in response to this RFP, or other viable alternate designs that are 100% E-rate Eligible. This requirement of two (2) full-duplex pairs per customer/site handoff in a ring topology will ensure the requested resilient network architecture.

All Site WAN designs require connectivity back to the Hubs. Internet connectivity to the District's ISP is provided to every site from Hub 1 presently and, under this RFP, potentially from Hub 2. Circuit speeds shall only be 1x10Gbps or 1x40Gbps per circuit to each Hub Site.

<u>Internal School and Admin/NIF Sites to Hub 1 and Hub 2:</u>

- A 10Gbps minimum symmetric full-duplex upload and download to each elementary school from each Hub,

- A 10Gbps minimum symmetric full-duplex upload and download to each middle school from each Hub,
- A 10Gbps minimum symmetric full-duplex upload and download to each high school from each Hub (with a possible upgrade to 40Gbps minimum full-duplex upload and download),
- A 10Gbps symmetric full-duplex upload and download to the NIF/Admin sites from each Hub.

Layer 2 (switched) or Layer 3 (routed) service is acceptable, but a Layer 1 (transport only) service is preferred. If Layer 2 or Layer 3 is proposed, Quality of Service (QoS) markings for both layers must be maintained across the WAN circuits.

A LOCATION is the Elementary School, Middle School, High School, or Admin NIF location.

RING Z LOCATION for the RUSD Hub 1 is located at 182 E. Walnut Ave., Rialto, CA 92376.

RING Z LOCATION for the RUSD Hub 2 is located at 260 S. Willow Ave., Rialto, CA 92376.

All Customer Handoffs of the leased lit Site Internal WAN Circuits at each end must be OS2 Single-mode Fiber (LC Duplex). For 40Gbps circuits, the customer handoff at each end must be OS2 single-mode fiber (LC Duplex), utilizing -ER4 optics.

Hub Interconnections:

Additionally, the District would like to maintain the existing multiple 40Gbps symmetric full-duplex upload and download point-to-point circuits (or part of the ring(s)) between the two District Hub sites, with an upgrade path to 100Gbps minimum symmetric full-duplex upload and download for future needs during the life of the contract.

Hub Site 1 --> Hub Site 2 Point-to-Point Connectivity:

- A LOCATION: RUSD Hub 1 located at 182 E. Walnut Ave., Rialto, CA 92376
- Z LOCATION: RUSD Hub 2 located at 260 S. Willow Ave., Rialto, CA 92376

Hub Site 2 --> Hub Site 1 Point-to-Point Connectivity:

- A LOCATION: RUSD Hub 2 located at 260 S. Willow Ave., Rialto, CA 92376
- Z LOCATION: RUSD Hub 1 located at 182 E. Walnut Ave., Rialto, CA 92376

All customer handoffs for the leased lit Hub interconnectivity circuits at each end must be 40Gbps OS2 Single-mode Fiber (LC Duplex) or 100Gbps OS2 Single-mode Fiber (LC Duplex). Circuit speeds should only be 1x40Gbps or 1x100Gbps per circuit, utilizing -ER4 optics.

The District reserves the right to modify a site's priority for construction and service after contract award or at any time prior to issuance of the notice to proceed for actual construction of a Priority phase.

Section 3.2. External WAN Services to/from Hub Sites

The District's current WAN Services are Crown Castle to SBCSS and ATT to the public internet.

The services provider shall provide private, dedicated, lit/managed symmetric full-duplex fiber optic network services to connect the District's Hub sites to the San Bernardino County Superintendent of Schools (SBCSS). Each County site is a CENIC node location for California's K12HSN, which provides better School District connectivity and peering than public internet connections.

The District is seeking a minimum 10Gbps symmetric, full-duplex upload and download circuit for the following connections. All Customer Handoffs of the leased lit External WAN Circuits at each end must be

10Gbps OS2 single-mode fiber (LC Duplex). This should provide enough bandwidth per industry standard of 2Mbps per student today. This circuit speed shall be 1x10Gbps handoff per circuit, not multiples of lower speeds, utilizing SFP+ LC SMF optics.

The service provider shall also provide pricing for 40Gbps symmetric full-duplex upload and download for future UPGRADE needs during the life of the contract. Customer Handoffs at each end must be 40Gbps OS2 single-mode fiber (LC Duplex). This circuit speed shall be 1x40Gbps handoff per circuit, not multiples of lower speeds, utilizing -ER4 optics.

Point-to-point connectivity is desired.

The District may continue with both External WAN circuits terminating at Hub Site 1, or place one at Hub Site 2, which the District will evaluate before any construction.

Hub Site 1:

- A LOCATION: Rialto Unified School District "RUSD", 182 E. Walnut Ave., Rialto, CA 92376
- Z LOCATION: San Bernardino County Superintendent of Schools "SBCSS", 601 North E Street, San Bernardino, CA 92410

Hub Site 1 – 2nd WAN Circuit option

- A LOCATION: Rialto Unified School District "RUSD", 182 E. Walnut Ave., Rialto, CA 92376
- Z LOCATION: San Bernardino County Superintendent of Schools "SBCSS" – Chaffey Joint Union High School District, 211 West Fifth Street, Ontario, CA 91762

OR, Hub Site 2 WAN Circuit option:

- A LOCATION: Rialto Unified School District "RUSD", 260 S. Willow Ave., Rialto, CA 92376
- Z LOCATION: San Bernardino County Superintendent of Schools "SBCSS" – Chaffey Joint Union High School District, 211 West Fifth Street, Ontario, CA 91762

Section 3.3. Specifications and Service Level Agreement (Performance Commitments) for Both Internal and External WAN Circuits:

1. An uptime of 99.99% or better shall be provided on a 24-hour basis, averaged over a 7-day period.
2. Mean Time to Repair (MTTR) for outages must be less than 4 hours.
3. Network latency commitment: less than five (5) milliseconds round trip.
4. Packet loss commitment: less than 0.1% packet loss on any circuit.
5. Network jitter commitment: less than two (2) milliseconds.
6. Bit-Error Rate commitment: less than 0.25% between circuit endpoints.
7. It is required that segment-by-segment fiber testing (i.e., OTDR testing) be provided to the District as part of the deployment of each circuit prior to District acceptance.
8. The circuits shall be capable of carrying multiple data services such as computer networks, voice over IP, digital video, and similar.
9. The District requires the Proposer to use private dedicated fiber strands/circuits allocated specifically to the District for the lit solution, and all circuits are to be used exclusively by the District.
10. The District strongly prefers that the Contractor shall, for all outside buried construction, use Armored Fiber Optic cables and shall incorporate a corrugated Steel Armor Tape to provide for

resistance to rodent attacks. The District suffers from outages caused by cut fiber cable due to attempts at copper vandalism. Furthermore, the Armored Fiber Optic Cable for burial shall be filled with a water-blocking compound.

11. All equipment necessary for this connectivity shall be provided with no option of transfer of ownership to the District.
12. The provider should solely manage the transport fiber and dense wave division multiplexing (DWDM) equipment/services.
13. District prefers Proposer supply fiber equipment that would be optimally compatible with existing District Core Switch equipment (for example, the interfaces should be SFP+, SFP28, or QSFP+ with LC connectors).
14. The Proposer's provided equipment must be compatible with the District's BGP routing protocol, if provided as a Layer 2 or Layer 3 service.
15. The Proposer should allow, not block, jumbo frames (MTU) and allow unlimited VLAN tagging, if provided as a Layer 2 or Layer 3 service.
16. All Proposer-installed equipment shall be under repair and maintenance at no cost to the District for the contract duration.
17. There is no right of the provider to limit or throttle the capacity of any circuit at any time for any reason.
18. Proposer must provide the District with access to the Service Provider's Web Portal to be able to monitor real-time link usage, connection speed, latency, jitter, and other statistics of value for each and every circuit. Additionally, the District requests access to reports on daily, weekly, monthly, and yearly bandwidth utilization and requests that these reports be emailed to the District IT representatives.
19. As part of the proposal submitted, a network diagram displaying the paths to be used to service each site (node or endpoint) MUST be included for each proposed topology presented.
20. Response time to service issues should be 15 minutes or less from Proposer's NOC, or if different, clearly identified in Proposer's response.
    a. Solution will provide customer support functions including problem tracking, resolution, and escalation support management on a 24x7x365 basis. District has the right and is encouraged to call concerning any problems that may arise relative to its connection with respondent-provided services.
    b. Trouble reporting and response: Upon interruption, degradation, or loss of service, the District may contact Respondent by the defined method with a response based on trouble level. Upon contact from the District, the Respondent support team will initiate an immediate response to resolve any District issue. District will receive rapid feedback on trouble resolution, including potential resolution time.
    c. Escalation: In the event that service has not been restored in a timely manner, or the District does not feel that adequate attention has been allocated, the District can escalate the trouble resolution by request. A list of escalation contacts will be provided when the implementation schedule is completed.
    d. Resolution: The District will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
    e. Trouble reporting, escalation and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the District.
    f. Measurement: Time starts from the time the Respondent contacts the District, or the District contacts the Respondent, and identifies the problem. Credits for outages should be the following:

Length of Service Outage	Credit is the following percentage of monthly recurring cost
Less than two (2) hours	No Credit
Greater than two (2) hours and less than four (4) hours	5%
Greater than four (4) hours and less than eight (8) hours	10%
Greater than eight (8) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%
Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

g. Reports: Upon request, an incident report will be made available to the District within five (5) working days of resolution of the trouble.
h. Link performance per segment: The service will maintain the proposed link performance through the term of the contract.
i. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing the District.

21. Spares Stock
    a. Service Provider must locally store spares stock for school/admin sites and Hub Site equipment.
    b. Spares should include common field-replaceable parts or subcomponents, as well as a small number of complete assemblies of all installed equipment make and models.
    c. This is intended to speed up time-to-repair, as sourcing parts is typically the biggest time delay with any service repairs.
    d. If the Service Provider does not have a local warehouse, the District can opt to store these items in a locked, limited access storage area of its choosing.
    e. At the conclusion of services provided, the District will return the spares to the Provider.
    f. If upgrades occur to the Service Provider equipment in the contracted period, Service Provider is required to also update the spares stock, whether stored by Service Provider or the District.
22. Inventory Tracking
    a. Service Provider is required to keep a spreadsheet of all installed electronics for the leased/lit services at each individual site, including the Hub Sites, and provide that to the District for ease of inventory tracking.
23. Labeling
    a. Service Provider is required to affix a pre-printed label to the primary/main component(s) of equipment at each school site. Label shall include, at a minimum:
        i. School Site Name
        ii. Circuit IDs for multiple circuits of service terminating on it
        iii. Date of equipment installation
        iv. Service Provider logo or symbol as a watermark (if behind the above) or off to the side as a separate portion of the label

b. Service Provider shall update the label if services change, or if the equipment is replaced for any reason and a new label is needed.

As needed, the District and the vendor will true up the bandwidth speeds requested for the upcoming year using a data file listing all school sites and requested bandwidth. The service provider's contract must include flexibility to increase and decrease bandwidth at District sites without penalty, using circuit costs established in the RFP response.

If a bandwidth upgrade is requested mid-contract, the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 36-month contract, then 16 months of service must remain on the contract at the new bandwidth before a contract renewal is available.

Service should account for growth, including, but not limited to, increases or decreases in service and/or additions of locations, as determined necessary by the District, as well as the option to remove sites due to closures or re-organization requirements as deemed necessary by the District.

Section 3.4. Proposal and Fee Schedule

Proposer is requested to submit a proposal to furnish all labor, materials, and other related items required to perform the contract resulting from this RFP, on a fully burdened labor rate basis. Be as thorough and specific as possible, as this may form the basis of any contract for services that may be presented by the District. Proposal and Fee Schedule Worksheets are included to assist Proposers and are located at the end of this RFP. It is the intent of the District to award a contract for a leased/lit fiber solution.

1. Include and list any one-time costs for items such as, but not limited to, special construction, set-up, installation, etc.
2. Include and list any monthly recurring costs (MRCs).
3. Include all applicable taxes and surcharges.
4. Proposers shall include a Fee Schedule list for any work or services not specifically stated in this RFP to assist the District with future budgeting needs. All cost proposals must include pricing to install services to the MDF Location at each site. Install services to the MPoE only will not be accepted.
5. Each respondent is required to complete the attached pricing sheet with this RFP.
    a. Special construction, monthly recurring cost, and any additional non-recurring costs are required to be broken out and listed separately.
    b. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rates in each pricing cell of the matrix.
6. By submitting a proposal, the respondent certifies that it has engineered a full solution including all monthly recurring charges, all installation charges, and all special construction costs. Costs added to the quote after the respondent has submitted their proposal are solely the responsibility of the respondent and not the District.

Section 3.5. Special Construction

In E-rate terminology, special construction refers to the upfront, non-recurring costs associated with the installation of new infrastructure to or between eligible entities.

1. Special construction and service eligibility for reimbursement have changed starting in funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity) for more information.

2. Special construction charges eligible for Category One support consist of three components:
    a. Construction of network facilities
    b. Design and engineering
    c. Project management
3. Other connectivity types
    a. In the event respondent wishes to propose connectivity that requires significant installation and/or construction and is not fiber or fixed wireless, it is the responsibility of the respondent, not the District, to contact USAC to determine whether components of installation are considered special construction before submitting a proposal. Failure by respondent to determine eligibility and submit an accurate proposal may result in disqualification.
4. Special Construction Payment Plan Option
    a. The District requests that respondents consider allowing the District to pay for the non-discount share of special construction costs (portion of costs that are the responsibility of the District) to be paid in equal monthly installments over 6 months, 18 months, or 24 months from Funding Year 2027 to Funding Year 2030 inclusive. Responses must include agreement or non-agreement to this request.

Section 3.6. Transition Plan

The District expects that there will be a transition of services from one provider to another that may take up to a year or more for construction to sites, and up to four years for cutovers. The District requires Respondents to detail their plan to co-exist with the incumbent provider during the transition, and how and when the new provider expects to implement cutovers, so the District can maintain its E-rate filing for the most cost-effective adoption of new services while terminating the existing services.

For example, the first year of the contract covers initial construction, and no changes are made to the incumbent provider. In the second year, while additional construction is ongoing for later sites, the first phase of sites is expected to transition once construction is complete, preferably on an E-rate filing boundary. The third year continues the second year, with phase two sites cut over, preferably on an E-rate filing boundary. The fourth year continues the prior two phase years, and the fifth year completes the cutovers for phase four.

After year five, the District will go back out to RFP to renew WAN services and repeat this process. So construction costs and MRC must account for the provider's ROI being completed at the end of year five. The District will not enter into a contract for longer than five years for the purposes of spreading out the cost recovery to the provider.

Priority One/Phase One sites shall begin construction first, followed by lower priority sites in this order:

Priority One/Phase One Sites:	District Hub Sites (External and Internal Connections) and District High Schools
Priority Two/Phase Two Sites:	District Middle Schools
Priority Three/Phase Three Sites:	District Elementary Schools
Priority Four/Phase Four Sites:	Admin NIFs (*Excluding District Hub Sites identified as Priority One)*

The District would like to make Respondents aware that construction timelines must include all the permitting necessary for the project's construction. The District footprint encompasses an area of multiple

cities within San Bernardino County, with multiple railroads (cargo as well as passenger service), flood control channels, other transportation corridors, and additional City of Rialto infrastructure that must be accounted for.

Most cities use electrical poles to support and access data services installed on them, with only some locations using underground approaches. Entrances to District properties are a mix of aerial to weather heads, underground conduits of varying age and quality, and varying sizes, and use by other services (cable TV, telco, other fiber providers, etc.). The District is as-is, and the Respondent should expect to encounter a wide variety of conduit/pathway issues and entrance challenges bringing services into the District campuses, which vary widely in age.

Evaluations of the Transition plan will include the viability of the proposal's plan and timelines, and the impact on the District and its E-rate filings.

The Service Provider must provide:

1. The speeds and feeds as detailed therein.
2. Provide an engineering resource to perform test and turn-up of the circuits at each RUSD location.
3. The engineering resource must be an employee of the Service Provider and must perform test and turn-up of each circuit on-site at all RUSD schools and administrative locations.
4. The engineering resource will work with RUSD network staff to validate network communication on the new circuit(s) to ensure traffic is routed correctly and failover to the secondary circuit occurs properly.
5. The expectation is that failover to the secondary circuit must occur within 20 seconds. In the event a layer 2 (switched) service is offered, RUSD will provide the service provider with IP Addresses to implement for each circuit.

Section 3.7. Equipment Proposed

The Respondents shall provide cut sheets of the proposed network electronics and fiber trays they will be installing to support their connectivity, as well as a proposed requirement for Rack Unit space required for the provider's equipment that would need to be installed in all District locations. This equipment is what is provider-managed.

Schools and NIF sites should be limited to the same equipment and rack-space requirements, while the Hubs can accommodate larger requirements and more electronics.

Additionally, the power requirements for the site equipment and the Hub(s) equipment must also be specified. For example, schools and NIF sites use NEMA 5-15/20A 110V outlets/receptacles, and the Hubs can offer 220V service, if acceptable. All attempts will be made to protect the provider's equipment with District UPS systems in the MDFs and the Hubs.

Section 3.8. District Provided Maps

The District may provide Contractor with facility maps, site plans, drawings, diagrams, and other documentation identifying the locations of District-owned equipment, network infrastructure, telecommunications facilities, and related systems (collectively, "District Maps")

All District Maps shall be considered confidential and sensitive security information and shall remain the property of the District. Contractor shall use such information solely for the performance of Services under this Agreement and shall not disclose, distribute, reproduce, publish, or otherwise make the District Maps available to any third party without the District's prior written authorization.

PART 5 — REQUIRED PROPOSAL FORMS CHECKLIST

Each Proposer shall complete and submit the required forms listed below. These forms and their required supporting attachments do not count toward the Part 2 narrative page limit.

☐ RPF-1 PROPOSAL COVER SHEET

☐ RPF-2 PROPOSAL FORM

☐ RPF-3 NONCOLLUSION DECLARATION

☐ RPF-4 SUBCONTRACTORS

☐ SUBCONTRACTOR LISTING

☐ RPF-5 E-RATE CERTIFICATION

RPF-1 PROPOSAL COVER SHEET

Project: Wide Area Network ("WAN")

RFP No.: FY2627-RFP-03

Legal Name of Proposer: _____

A. PROPOSER INFORMATION

Company Logo	
Entity Type	
Business Address	
Primary Contact Person	
Email Address	
Telephone Number	

B. PROPOSAL CERTIFICATION

The undersigned hereby certifies, under penalty of perjury under the laws of the State of California, that: (i) the Proposer identified in this Proposal has duly authorized the undersigned to submit this Proposal on its behalf; (ii) the information contained in this Proposal is true, accurate, and complete to the best of the undersigned's knowledge; and (iii) the Proposal constitutes a complete response to the requirements of the Rialto Unified School District Request for Proposals No. FY2627-RFP-03 subject only to exceptions expressly identified in the Proposal

The name, title, signature, and date of execution of the authorized representative shall be clearly provided.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

This completed and signed Proposal Cover Sheet shall be included as the first page of the Proposer's submission.

RPF-2 PROPOSAL FORM

Project: Wide Area Network ("WAN")

RFP No.: FY2627-RFP-03

Legal Name of Proposer: _____

A. Proposal Pricing Summary: Pricing Instructions: Proposers shall report the aggregate pricing for all applicable District locations and services identified in Attachment A - Districtwide WAN Services Site List - V2. Monthly Recurring Charges shall represent the total monthly cost of the proposed initial services. One-time charges, construction costs, and software or licensing costs shall be separately identified to avoid duplication.

E-Rate-ineligible costs shall be separately disclosed and shall not be added a second time to the Total Evaluated Proposal Price when already included in another pricing category.

All amounts shall reconcile with the completed Attachment A and any supporting pricing schedules. The Total Evaluated Proposal Price shall be calculated in accordance with the evaluation methodology established by the District.

Monthly Recurring Charges ("MRC")	$_____
MRC x 60-Month Term	$_____
One-Time Nonrecurring Charges ("NRC")	$_____
Installation/Construction Costs	$_____
Software and Licensing Costs	$_____
E-Rate Ineligible Components	$_____
Total Evaluated Proposal Price	$_____

B. Addenda: The Proposer acknowledges that it received, and that it fully considered when preparing this response and determining the dollar amount(s) proposed by the Proposer herein, each of the following Addenda to the RFP Documents (check all that apply; note, this Proposal may be rejected as non-responsive if the Proposer checks any addendum that the District did not actually issue):

☐ Addendum No. 1	☐ Addendum No. 2	☐ Addendum No. 3	☐ Addendum No. 4
☐ Addendum No. 5	☐ Addendum No. 6	☐ Addendum No. 7	☐ Addendum No. 8

C. Required Pricing Schedule – Attachment A

Proposer shall complete and submit Attachment A – Districtwide WAN Services Site List, provided by the District in Microsoft Excel format, as part of its Proposal. The attachment includes separate worksheets for Internal WAN Connections and External WAN Connections, identifying District locations, required bandwidth, and pricing categories.

Proposer shall provide complete pricing for all applicable locations and services, including monthly recurring charges, one-time installation costs, current and future bandwidth options, and applicable E-Rate eligible and ineligible cost allocations. All proposed pricing shall be consistent with the technical solution and services described in the Proposal.

Proposer shall retain the District's established worksheet format, site information, and pricing categories. Any additional costs, construction charges, software or licensing fees, optional services, exclusions, or pricing assumptions not otherwise captured in Attachment A shall be clearly identified in a separate supporting schedule.

The amounts reported in this Pricing Summary Form shall reconcile with the completed Attachment A and any supporting pricing schedules. The District reserves the right to request clarification of pricing discrepancies or omissions in accordance with the RFP.

D. Pricing Certification

The undersigned certifies that the pricing submitted in this form, Attachment A, and all supporting schedules is accurate, complete, and inclusive of all costs necessary to provide the proposed services, except for exclusions expressly identified in the Proposal. No additional charges shall be payable unless authorized in writing by the District in accordance with the Contract Documents.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

RPF-3 NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

(Public Contract Code section 7106)

Project: Wide Area Network ("WAN")

RFP No.: FY2627-RFP-03

Legal Name of Proposer: _____

The undersigned declares:

I am the_____of_____, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from bidding. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, orcost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer 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 proposer.

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 on_____, 20___, at_____[city], _____ [state].

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

RPF-4 SUBCONTRACTORS

Project: Wide Area Network ("WAN")

RFP No.: FY2627-RFP-03

Legal Name of Proposer: _____

The undersigned hereby certifies to the Rialto Unified School District (hereinafter referred to as the "District") under penalty of perjury pursuant to the laws of the State of California, that the following statements are true and correct:

(i) The undersigned is a duly authorized representative of the Proposer identified in this Proposal (hereinafter referred to as the "Proposer") and has executed this certification on behalf of the Proposer.

(ii) The Proposer acknowledges and understands the requirements of the California Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 et seq.), to the extent applicable to the work contemplated under this Request for Proposals ("RFP"), including the requirements governing subcontractor identification, listing, substitution, and the consequences of failing to properly identify subcontractors.

(iii) The Proposer acknowledges that, if alternate proposals or optional services are requested and the Proposer intends to utilize different or additional subcontractors for such work, the Proposer shall identify those subcontractors separately for each applicable alternate or optional service.

(iv) The Proposer certifies that all subcontractors proposed to perform work or services under the Agreement are identified in the attached Subcontractor Listing Form. Each subcontractor shall possess and maintain all licenses, registrations, certifications, and qualifications required by applicable law, including a valid California Contractors State License Board ("CSLB") license when required for the work performed.

(v) The Proposer shall provide the legal business name, business address, telephone number, contact person's first and last name, scope of work or services, and applicable license number for each identified subcontractor. For subcontractors subject to the Subletting and Subcontracting Fair Practices Act, any additional information permitted to be submitted after the proposal deadline shall be provided within the timeframe established by applicable law.

(vi) The Proposer acknowledges that, if awarded the Agreement, no listed subcontractor shall be substituted, replaced, or assigned, and no subcontracted work shall be transferred to another party without the District's prior written approval and compliance with applicable law. For work subject to the Subletting and Subcontracting Fair Practices Act, the Proposer shall comply with all statutory listing and substitution requirements, including the applicable one-half of one percent (0.5%) threshold and any statutory exceptions.

(vii) The Proposer acknowledges that all subcontractors, regardless of tier, shall be bound by and comply with the same applicable terms, conditions, standards, and requirements imposed upon the awarded Contractor under the RFP and resulting Agreement, including licensing, insurance, safety, confidentiality, cybersecurity, data privacy, E-Rate, and applicable federal funding requirements.

(viii) The Proposer acknowledges that the use of subcontractors shall not relieve the awarded Contractor of any responsibility or obligation under the Agreement. The awarded Contractor shall remain fully responsible for the performance, acts, omissions, and compliance of all subcontractors performing work or services under the Agreement.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

SUBCONTRACTOR LISTING

ATTACHMENT SHEET

1. Subcontractor Name: _____

   CSLB License No.: _____ DIR Registration No.: _____

   Location of Business: _____

   Portion of Work: _____

2. Subcontractor Name: _____

   CSLB License No.: _____ DIR Registration No.: _____

   Location of Business: _____

   Portion of Work: _____

3. Subcontractor Name: _____

   CSLB License No.: _____ DIR Registration No.: _____

   Location of Business: _____

   Portion of Work: _____

4. Subcontractor Name: _____

   CSLB License No.: _____ DIR Registration No.: _____

   Location of Business: _____

   Portion of Work: _____

5. Subcontractor Name: _____

   CSLB License No.: _____ DIR Registration No.: _____

   Location of Business: _____

   Portion

RPF-5 E-RATE CERTIFICATION

Project: Wide Area Network ("WAN")
RFP No.: FY2627-RFP-03
Legal Name of Proposer: _____

Service Provider FCC Registration Number: _____

Service Provider Identification Number ("SPIN"): _____

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 amount of the discount 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 ("LCP"). Further details on LCP may be obtained at USAC's website: https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/.

l. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See

https://www.usac.org/about/reports-orders/supply-chain/. Any proposed solution including Covered Equipment or Services as defined by the FCC will be disqualified. If, after award of the project it is found Covered Equipment or Services are included, the award and/or Agreement will be considered to be null and void. See https://www.fcc.gov/supplychain.

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

5) INVOICING

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the FCC Form 474 Service Provider Invoice (SPI). The Applicant will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (FCC Form 472). The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Funding Request Number ("FRN") and associated FRN Line Items and any identified ineligible costs. Upon 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 reserves the right to perform or have performed an audit of the records of the Service Provider and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

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

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

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

PART 6 — REQUIRED CONTRACT FORMS CHECKLIST

☐ RCF – 1 Agreement

☐ RCF – 2 Payment Bond

☐ RCF – 3 Performance Bond

☐ RCF – 4 Notice & Certification Regarding Criminal Records Check

☐ RCF – 5 Certification Regarding Drug-Free Workplace

☐ RCF – 6 Certification Regarding Tobacco-Free Workplace

☐ RCF – 7 Certification Regarding Workers Compensation

RCF-1 AGREEMENT

WIDE AREA NETWORK (WAN) SERVICES AGREEMENT

BETWEEN

THE RIALTO UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "District," and

Awarded Contractor Name
Address
Number
Contact Email

hereinafter referred to as the "Contractor."

WHEREAS, the District requires Wide Area Network ("WAN") services to support reliable and secure network connectivity between District facilities, data centers, and designated external locations;

WHEREAS, the District issued Request for Proposals No. FY2627-RFP-03, Districtwide Wide Area Network (WAN) Services ("RFP"), to solicit proposals from qualified contractors capable of providing the required services;

WHEREAS, Contractor submitted a proposal in response to the RFP and represents that it possesses the qualifications, experience, personnel, equipment, licenses, and resources necessary to perform the services required by the District;

WHEREAS, the District has determined that Contractor's proposal meets the District's requirements and has authorized the award of this Agreement in accordance with applicable law and District procurement procedures; and

WHEREAS, the parties desire to establish the terms and conditions governing Contractor's performance of the services described in the RFP and accepted proposal.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. Period of Agreement: This Agreement shall commence on (Start Date) and remain in effect through (End Date), unless earlier terminated in accordance with its provisions.

The District may exercise (four one-year renewals) subject to satisfactory performance, available funding, applicable law, and written authorization by the District. The total term, including any renewal periods, shall not exceed five (5) years. Services shall commence only upon written authorization from the District. The commencement of recurring service charges shall be governed by the applicable service activation and acceptance requirements contained in the Contract Documents.

2. Contractor's Duties and Responsibilities: Contractor shall provide all labor, equipment, materials, software, licensing, installation, construction, maintenance, technical support, and related services necessary to furnish the Districtwide WAN services described in Exhibit A, hereinafter referred to as the "Services." Contractor shall perform the Services in accordance with the specifications, service levels, schedules, technical requirements, and other obligations established in the Contract Documents. Contractor represents and warrants that it possesses all qualifications, licenses, certifications, and resources necessary to perform

the Services and shall maintain such qualifications throughout the term of this Agreement. All Services shall be coordinated with the District's designated representative. Contractor shall not perform additional services, modify the approved scope, or incur additional charges without prior written authorization from the District.

3. Contract Documents and Order of Precedence: The following documents are incorporated into this Agreement by reference and shall be collectively referred to as the "Contract Documents":

a. This executed Wide Area Network (WAN) Services Agreement, Payment Bond, Performance Bonds, and any duly authorized written amendments; and

b. Exhibit A — District Request for Proposals: RFP No. FY2627-RFP-03, Districtwide Wide Area Network (WAN) Services, including all issued addenda, specifications, General Provisions, Special Provisions, federal contracting provisions, E-Rate requirements, attachments, and other solicitation documents; and

c. Exhibit B — Contractor's Accepted Proposal: Contractor's proposal dated _____ including accepted pricing schedules, technical representations, service commitments, implementation schedules, and other materials expressly accepted by the District; and

d. Exhibit C: Accepted Master Services Agreement ("MSA"); and

e. Exhibit D: Accepted Service Level Agreement ("SLA"); and

f. Exhibit E: Additional Approved Documents, if any

All requirements, representations, certifications, specifications, warranties, and commitments contained in the Contract Documents shall be binding upon Contractor as though fully set forth herein.

In the event of any inconsistency or conflict, mandatory provisions of applicable law shall control, followed by this Agreement, Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E, in that order. Within Exhibit A, later-issued addenda shall control over conflicting earlier solicitation provisions.

No provision contained in Contractor's proposal, standard terms and conditions, Master Services Agreement, Service Level Agreement, invoice, acknowledgment, or other document shall supersede or diminish the District's rights or Contractor's obligations unless expressly approved through a written amendment executed by the District's duly authorized representative.

Any exceptions, qualifications, limitations of liability, disclaimers, or alternative contractual terms proposed by Contractor shall be deemed rejected unless expressly accepted by the District in writing.

4. Independent Contractor: Contractor shall perform all Services as an independent contractor and shall not be considered an officer, employee, agent, partner, or joint ventures of the District Contractor shall be solely responsible for the supervision, compensation, benefits, payroll taxes, workers' compensation, and other employment-related obligations of its employees and subcontractors. Neither Contractor nor its personnel shall be entitled to employment benefits provided by the District. Contractor shall have no authority to bind the District or incur obligations on its behalf without prior written authorization.

5. Contract Value: The District shall compensate Contractor for authorized Services satisfactorily performed in accordance with the accepted pricing established in Exhibit B, at a total amount not to exceed

_____($_____), inclusive of all applicable recurring charges, installation, construction, equipment, materials, software, licensing, maintenance, support, and related expenses. The total contract value shall represent the maximum financial obligation authorized by the District under this Agreement. The District shall not be obligated to pay amounts exceeding this limit without a duly authorized written amendment. Contractor shall not increase established rates, impose additional charges, or modify the accepted pricing except as expressly permitted by the Contract Documents or approved in writing by the District.

6. Invoices and Payment: Contractor shall submit itemized invoices identifying the applicable District purchase order, billing period, service locations, circuit identifiers, authorized rates, recurring and nonrecurring charges, and other information reasonably necessary to verify the charges. Invoices shall separately identify E-Rate eligible and ineligible charges and reflect applicable discounts in accordance with the Contract Documents. The District shall compensate Contractor only for authorized Services that have been satisfactorily performed and, where applicable, activated and accepted by the District. Payment shall be subject to verification and approval by the District. Properly submitted and undisputed invoices shall be processed within thirty (30) days following receipt and verification, subject to applicable law. The District may reject or return invoices containing discrepancies, unsupported charges, unauthorized fees, or amounts inconsistent with the Contract Documents.

Invoices shall be submitted to:

Rialto Unified School District
Attn: Accounts Payable
182 E. Walnut Avenue
Rialto, CA 92376-3598
accountspayable@rialtousd.org

7. Performance and Acceptance: shall perform the Services in a professional, competent, and timely manner consistent with applicable industry standards and the requirements established in Exhibit A. All Services shall be subject to District inspection, testing, and acceptance. Contractor shall promptly correct deficiencies or nonconforming Services at its own expense. Contractor shall comply with all applicable service-level requirements, performance guarantees, outage response procedures, restoration obligations, and remedies established in the Contract Documents. District payment or use of the Services shall not constitute acceptance of defective performance or a waiver of contractual remedies.

8. Audit and Inspection of Records: Contractor shall maintain complete and accurate books, records, invoices, reports, and supporting documentation relating to the performance of this Agreement. Pursuant to Government Code section 8546.7, where applicable, this Agreement and all relevant records shall be subject to examination and audit by the a Federal or State Auditor. Contractor shall comply with all applicable state and federal record retention and audit requirements, including E-Rate program requirements. Records subject to E-Rate retention requirements shall be maintained for at least ten (10) years after the last date of service for the applicable funding request, or longer when required by law. The District and authorized governmental or funding agencies shall have reasonable access to records necessary to verify contractual, financial, and regulatory compliance.

9. Confidentiality and District Data: Contractor shall maintain the confidentiality of all nonpublic District information obtained or accessed in connection with this Agreement and shall not disclose or use such information except as necessary to perform the Services or as required by law. All District data, network configurations, security information, credentials, documentation, and other District-provided materials shall remain the property of the District. Contractor shall maintain appropriate administrative, technical, and physical safeguards to protect District systems and information from unauthorized access, disclosure, alteration, or destruction. Contractor shall promptly notify the District of any actual or reasonably suspected security incident affecting District information, systems, or Services, within twenty-four (24) hours after discovery or sooner if required by applicable law or the Contract Documents. To the extent Contractor accesses student records or personally identifiable student information, Contractor shall comply with applicable privacy laws, including FERPA, California Education Code section 49073.1, and the Student Online Personal Information Protection Act, where applicable. Contractor shall execute any additional student data privacy agreement reasonably required by the District before receiving covered student information. These obligations shall survive the expiration or termination of this Agreement.

10. Termination for Convenience: The District may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) calendar days' written notice to Contractor. Upon receipt of such notice, Contractor shall discontinue the affected Services as directed by the District and cooperate in the orderly transfer or termination of Services. Contractor shall be entitled to compensation only for authorized Services satisfactorily performed through the effective date of termination, subject to verification and approval by the District and any additional amounts expressly required by applicable law. Contractor shall not be entitled to anticipated profits, lost revenues, or compensation for Services not performed.

11. Termination for Default: The District may terminate this Agreement, in whole or in part, upon written notice if Contractor fails to perform its contractual obligations or otherwise breaches a material provision of the Contract Documents. Where the breach is reasonably capable of correction, the District may provide Contractor an opportunity to cure the deficiency within a period specified in the written notice. The District reserves the right to terminate immediately upon written notice when a material breach involves student safety, cybersecurity, confidentiality, fraud, unlawful conduct, or other circumstances warranting immediate action. Termination shall not limit the District's right to recover damages, enforce service credits, obtain substitute services, or pursue other remedies available under the Contract Documents or applicable law.

12. Nonappropriation and Funding: The District's obligations under this Agreement are contingent upon the availability and appropriation of funds. If sufficient funding becomes unavailable, including reductions or loss of anticipated E-Rate funding, the District may reduce affected Services or terminate this Agreement, in whole or in part, upon written notice, subject to applicable law. The District shall remain responsible for authorized Services satisfactorily performed before the effective date of termination, but shall not be responsible for unapproved early termination penalties or anticipated profits. Contractor shall comply with all applicable FCC, USAC, and E-Rate program requirements established in Exhibit A.

13. Assignments and Subcontracting: Contractor shall not assign this Agreement or materially subcontract its obligations without prior written approval from the District, except as otherwise expressly

permitted by the Contract Documents. Contractor shall remain fully responsible for the performance, conduct, and compliance of its subcontractors.

14. Governing Law: The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of California, except where controlling federal law applies. Any claim, demand, action, or proceeding arising out of or relating to this Agreement shall be initiated in a court of competent jurisdiction located in San Bernardino County, California, unless otherwise required by law.

15. Entire Agreement and Amendments: This Agreement, together with the Contract Documents identified in Section 3, constitutes the entire agreement between the parties and supersedes all prior oral or written negotiations, representations, and understandings concerning the Services. No amendment, modification, or change to this Agreement shall be effective unless made in writing and executed by the parties' duly authorized representatives, with governing board approval when required. No District employee or representative shall have authority to modify the Agreement or authorize additional compensation beyond their lawful delegated authority.

16. Severability: If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect to the extent permitted by law.

17. Representations, Warranties, and Compliance with Laws: Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and governmental requirements in performing the Services. Contractor shall maintain all required licenses, registrations, permits, and certifications and ensure that its subcontractors satisfy applicable legal requirements. Contractor shall comply with applicable nondiscrimination, equal employment opportunity, conflict-of-interest, and public contracting requirements. To the extent the Services constitute public works, Contractor shall comply with applicable California Labor Code prevailing wage, contractor registration, apprenticeship, certified payroll, and other public works requirements. Contractor shall comply with all applicable federal contracting provisions incorporated through Exhibit A, including requirements concerning suspension, debarment, lobbying, and federally funded procurement.

18. Indemnification: To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the District, its governing board, officers, employees, agents, and representatives from and against all claims, demands, actions, liabilities, damages, losses, judgments, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to Contractor's performance of the Services, including acts, errors, omissions, negligence, willful misconduct, or contractual breaches by Contractor or its employees, agents, or subcontractors. This obligation shall not extend to liability caused by the District's sole negligence or willful misconduct or to any extent prohibited by applicable law. Applicable statutory restrictions on indemnification, including California Civil Code section 2782, shall control. Contractor shall defend covered claims at its own expense and shall satisfy applicable judgments or settlements, subject to the foregoing limitations. This Section shall govern over any conflicting indemnification provision or limitation of liability contained in Contractor's proposal, standard terms, or other incorporated documents. The obligations established herein shall survive expiration or termination of this Agreement.

19. Insurance: Contractor shall procure and maintain insurance throughout the term of this Agreement with insurers authorized to transact business in California and acceptable to the District. Unless

the District expressly approves different coverage in writing, Contractor shall maintain the following minimum insurance:

a. Workers' Compensation: Statutory coverage, together with Employers' Liability coverage of not less than $1,000,000.

b. Commercial General Liability: Not less than $2,000,000 per occurrence and $4,000,000 aggregate.

c. Automobile Liability: Not less than $1,000,000 combined single limit for owned, hired, and non-owned vehicles.

d. Professional Liability: Not less than $1,000,000 per claim and $2,000,000 aggregate.

e. Cyber Liability: Not less than $2,000,000 per claim or occurrence, as applicable, covering network security and privacy-related liabilities.

The District, its governing board, officers, employees, and agents shall be named as additional insureds under the Commercial General Liability and applicable Automobile Liability policies. Such coverage shall be primary and noncontributory to District insurance. Contractor shall furnish certificates of insurance and required endorsements before commencing Services and shall promptly notify the District of any cancellation, nonrenewal, or material reduction in required coverage. Failure to maintain required insurance shall constitute a material breach of this Agreement. Insurance requirements shall not limit Contractor's liability or indemnification obligations.

20. Conflict of Interest: Contractor represents that it has no financial or other interest that would improperly conflict with the performance of this Agreement. Contractor shall comply with applicable conflict-of-interest laws, including Government Code section 1090 and the Political Reform Act, to the extent applicable. Contractor shall promptly disclose in writing any actual or potential conflict of interest arising during the Agreement term. Contractor shall not use confidential District information, proprietary materials, or nonpublic information obtained through this Agreement to advance an unauthorized private interest.

21. Fingerprinting and Student Safety: Contractor shall comply with California Education Code section 45125.1 and other applicable criminal background clearance requirements before assigning personnel to perform Services at District facilities when such requirements apply. Contractor shall provide required certifications and shall not permit personnel lacking legally required clearance to perform covered work. Contractor shall comply with applicable tuberculosis clearance requirements, including Education Code section 49406 where applicable, and all District identification, access, security, and student safety requirements. Contractor shall ensure compliance by its employees and subcontractors.

22. Continuity of Services and Transition: Contractor shall maintain the continuity of essential WAN Services in accordance with the Contract Documents and shall not suspend Services solely because of a disputed invoice or unresolved contractual disagreement, except as expressly permitted by law or the Contract Documents. Upon expiration or termination, Contractor shall cooperate with the District and any successor provider to facilitate an orderly transition of Services. Contractor shall provide applicable network documentation, configuration information, service records, and District-owned materials necessary for the transition, subject to the Contract Documents.

23. Notices: Formal notices under this Agreement shall be in writing and delivered personally, by certified mail, recognized overnight courier, or email with affirmative acknowledgment of receipt.

Notices to the District shall be directed to:	**Notices to Contractor shall be directed to:**
Rialto Unified School District	Contractor
Attn: Associate Superintendent, Business Services	Attn: _____
182 E. Walnut Avenue	Address: _____
Rialto, CA 92376	Email: _____
Email: dromo@rialtousd.org	

With a copy to:

Rialto Unified School District

Attn: Executive Director, Technology Services

260 S. Willow Ave

Rialto, CA 92376

Email: bscantle@rialtousd.org

Either party may update its designated notice information through written notification to the other party.

24. General Provisions: No waiver of any contractual provision shall be effective unless expressly made in writing by the District's duly authorized representative. The rights and remedies available to the District under this Agreement shall be cumulative and shall not exclude other remedies available under applicable law. Provisions concerning confidentiality, indemnification, audit and record retention, accrued payment obligations, and other duties that by their nature survive termination shall remain enforceable after expiration or termination. This Agreement may be executed in counterparts and by legally valid electronic signatures, each of which shall be deemed an original.

In Witness Whereof, the parties have caused this agreement to be duly executed

Rialto Unified School District	Contractor
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Board Approval Date: _____

EXHIBITS AND ADDITIONAL DOCUMENTS

RCF – 2 PAYMENT BOND

Project Owner: Rialto Unified School District of San Bernardino County, California
Project: Wide Area Network ("WAN"); FY2627-RFP-03

Contractor Name: _____

Surety: _____

Bond #: _____

Penal Sum: _____ ($_____)

WHEREAS, the Project identified above is a public project and public work in accordance with applicable law, and the School District identified above awarded to the Contractor identified above (herein, the "Principal") a contract providing for completion of the Project ("Contract"); and

WHEREAS, the Contract and/or California Civil Code Section 9550 *et seq.* require that the Principal furnish a labor and materials payment bond to the School District that ensures the faithful performance of the Principal's obligations pursuant to the Contract to pay for materials, labor and other things as required by applicable law, which bond must have a penal sum equal to one hundred percent of the total amount payable by the School District to the Principal pursuant to the Contract; and

WHEREAS, the Surety identified above hereby represents to the School District that the Surety is an "admitted surety insurer" in accordance with Section 995.120 of the California Code of Civil Procedure;

NOW, THEREFORE, we, the Principal and Surety, are hereby held and firmly bound to the School District in an amount of lawful money of the United States of America equal to the Penal Sum specified above, the payment of which well and truly to be made, we hereby bind, jointly and severally, ourselves and our heirs, executors, administrators and successors.

The condition of this obligation is that, if the Principal, or any of its heirs, executors, administrators, successors or assigns, or any of its Subcontractors, fail in connection with the Project to pay as and when required (1) any of the persons authorized by California Civil Code Section 9100 to assert a claim against the Payment Bond, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from wages of employees of the Principal or any of its Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety shall pay, in full, any and all claims for such amounts, in a total amount not in excess of the penal sum set forth herein, and also, in case suit is brought upon this Payment Bond, such reasonable attorneys' fees as fixed by the court.

This Payment Bond shall inure to the benefit of any and all of the persons named in California Civil Code Section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Payment Bond.

The Surety hereby stipulates and agrees that this Payment Bond shall not be exonerated and the Surety shall not be released from its obligations pursuant to this Payment Bond on account of: (1) any extension of time, change, amendment or other modification of the Contract or other Project documents, or of the Principal's rights and/or obligations pursuant thereto, and Surety hereby waives notice of any and all such modifications; (2) any rescission or attempted rescission of the Contract or this Payment Bond; (3) any fraud of any person or entity other than fraud of a claimant in connection with making a claim on this Payment Bond; or (4) any breach of any contract by the School District, the Principal or any person or entity for whose benefit Surety has issued this Payment Bond. The Surety further stipulates and agrees that this Payment Bond shall be construed most strongly against the Surety and in favor of the persons and entities for whose benefit Surety has issued this Payment Bond.

The Surety shall not be deemed to have fully and appropriately executed this Payment Bond unless Surety has provided all of the following information:

SURETY'S SOUTHERN CALIFORNIA/LOCAL REPRESENTATIVE

_____
Company Name

_____
Street Address

_____
City, State, Zip Code

_____
Representative Name

_____
Representative Telephone Number

_____
Representative Email Address

SURETY'S REPRESENTATIVE FOR FILING CLAIMS

_____
Company Name

_____
Street Address

_____
City, State, Zip Code

_____
Representative Name

_____
Representative Telephone Number

_____
Representative Email Address

PLEASE NOTE: THE EMAIL ADDRESS ENTERED INTO A "REPRESENTATIVE EMAIL ADDRESS" FIELD, ABOVE, MUST BE THE DIRECT-EMAIL ADDRESS FOR THE REPRESENTATIVE, NOT A GENERAL EMAIL ADDRESS.

(The remainder of this page intentionally left blank.)

Each person who has signed this Payment Bond, below, on behalf of either the Principal or the Surety shall be deemed and construed to thereby represent and warrant that they have been duly authorized by such party to sign, and thereby bind such party to, this Payment Bond.

IN WITNESS WHEREOF, the Principal and Surety have executed this Payment Bond as evidenced by the signatures below of their respective, duly authorized representatives.

PRINCIPAL	**SURETY**
Company Name	Company Name
Representative Signature	Representative Signature
Representative Name	Representative Name
Representative Title	Representative Title
Date Signed	Date Signed
Principal: Attach Notary acknowledgment to this Payment Bond and, if applicable, imprint corporate seal in the space below this line.	**Surety: Attach Notary acknowledgment and power of attorney to this Payment Bond and imprint corporate seal in the space below this line.**

RCF 3 - PERFORMANCE BOND

Project Owner: Rialto Unified School District of San Bernardino County, California
Project: Wide Area Network ("WAN"); FY2627-RFP-03

Contractor Name: _____

Surety: _____

Bond #: _____

Penal Sum: _____ ($_____)

WHEREAS, the Project identified above is a public project and a public work in accordance with applicable law, and the Project Owner identified above (herein, "School District") awarded to the Contractor identified above (herein, the "Principal") a contract providing for completion of the Project identified above ("Contract"); and

WHEREAS, the Contract requires that the Principal furnish a bond to the School District that ensures the faithful performance of the Principal's obligations pursuant to the Contract to fully and satisfactorily perform the work and services required by the Contract (collectively, the "Work"), which bond must have a penal sum equal to one hundred percent of the total amount payable by the School District to the Principal pursuant to the Contract; and

WHEREAS, the Surety identified above hereby represents and warrants to the School District that the Surety is an "admitted surety insurer" in accordance with Section 995.120 of the California Code of Civil Procedure;

NOW, THEREFORE, we, the Principal and Surety, are hereby held and firmly bound to the School District in an amount of lawful money of the United States of America equal to the Penal Sum specified above, the payment of which well and truly to be made, we hereby bind, jointly and severally, ourselves and our heirs, executors, administrators and successors.

The condition of the foregoing payment obligation is that, if the Principal (or, to the extent permitted by the Contract, its heirs, executors, administrators, successors or assigns) shall fully perform all of the undertakings, terms, covenants, conditions, agreements and other obligations required of the Principal pursuant to the Contract and any amendments or changes thereto, and shall complete the Work in full and strict conformance with the requirements of the Contract, all within the time and in the manner designated therein, in all respects according to their true intent and meaning, then such obligation shall become null and void; otherwise, it shall remain in full force and effect.

A condition precedent to the satisfactory completion of the Contract is that, after the acceptance of the Project by the School District, the payment obligation of this Performance Bond shall remain in full force and effect, in the penal sum set forth herein, during all periods in which the Principal has any obligations pursuant to the Contract (including, without limitation, the obligations to make full, complete, and satisfactory repair and replacements of any defective materials and/or faulty workmanship, to pay liquidated damages and/or to indemnify the School District or any other party), and the obligations of the Surety hereunder shall continue so long as any such obligation of Principal continues to exist. The obligations of the Surety pursuant to this Performance Bond are exclusive of and distinct from any obligations the Surety may have pursuant to any labor and materials payment bond applicable to the Work.

In any and each case the School District gives notice that the Principal has breached any of its obligations pursuant to the Contract and, therefore, the Principal's right to perform some or all of the Work has been terminated, the Surety shall: (i) within the time period required by the Contract, give written notice to the School District regarding whether the Surety intends to take over and complete the performance of the Contract; (ii) if it intends to take over the Contract, commence performance of the Work at the Project site within the time period required by the Contract; and (iii) if it intends to take over the Contract, complete the Work in strict accordance with the provisions of the Contract, including, without limitation, provisions for the time(s) within which the Work must be completed.

The Surety hereby acknowledges that time is of the essence. In any and each case that the Surety does not, in accordance with the foregoing paragraph, give notice within the required time period of its intention to take over the Contract or, if it has given such notice, does not commence performance of the Work at the Project site within the required time period, the

School District may elect to take over the Work and may proceed to complete the Work, by separate contract or by any other means or method the School District deems appropriate, including, without limitation, use of its own forces for some or all of the Work. Without limiting the foregoing discretion of the School District, it may for such purposes obtain one or more quotes, proposals, or bids for any and all work, equipment, materials, and/or other things necessary in the School District's reasonable discretion to complete the Work in strict accordance with the provisions of the Contract, and may enter into one or more contracts providing for completion of the Work. In any case, if the remaining funds otherwise payable to the Contractor in accordance with the Contract are insufficient to pay all costs incurred by the School District in connection with the foregoing, including, without limitation, design professional, legal and other costs, the Surety shall make available, as the Work progresses, sufficient funds, up to and including a total amount equal to the Penal Sum set forth above, to pay the cost of completing the Work.

In performing its obligations pursuant to this Performance Bond, the Surety expressly agrees that: (i) absent the express written consent of the School District, the Surety shall neither use the Principal nor accept a quote, proposal, or bid from the Principal for purposes of completing any of the Work; (ii) the School District shall have the right, in its reasonable discretion, to reject any contractor or subcontractor that the Surety may propose to fulfill such obligations; and (iii) in any and each case that the School District elects to take over some or all of the Work, and without limiting any of its other obligations pursuant to this Performance Bond, the Surety's payment and other obligations pursuant to this Performance Bond shall not thereby be obviated, limited, or otherwise modified.

Notwithstanding anything to the contrary, in the event the School District determines that the Principal has not met, or likely will be unable to meet, any deadline required pursuant to the Contract, or that Principal's performance otherwise does not conform with the requirements of the Contract, the School District may notify the Surety. In such event, the Surety must make reasonable attempts to assist the Principal to resolve or avoid the default by the Principal. The Surety and Principal expressly agree that neither the giving of any notice by the School District nor the giving of any assistance by the Surety shall be deemed or construed to constitute interference by the School District or the Surety with the Contract or the ability of the Principal to obtain any bond(s) in any amount(s) from any surety insurer(s).

For value received, the Surety hereby stipulates and agrees that this Performance Bond shall not be exonerated and the Surety shall not be released from its obligations pursuant to this Performance Bond by any change, amendment or other modification of the Contract or other Project documents, or of the Principal's rights and/or obligations pursuant thereto, and Surety hereby waives notice of any and all such modifications.

(The remainder of this page intentionally left blank.)

The Surety shall not be deemed to have fully and appropriately executed this Performance Bond unless Surety has provided all of the following information:

SURETY'S SOUTHERN CALIFORNIA/LOCAL REPRESENTATIVE

_____
Company Name

_____
Street Address

_____
City, State, Zip Code

_____
Representative Name

_____
Representative Telephone Number

_____
Representative Email Address

SURETY'S REPRESENTATIVE FOR FILING CLAIMS

_____
Company Name

_____
Street Address

_____
City, State, Zip Code

_____
Representative Name

_____
Representative Telephone Number

_____
Representative Email Address

PLEASE NOTE: THE EMAIL ADDRESS ENTERED INTO A "REPRESENTATIVE EMAIL ADDRESS" FIELD, ABOVE, MUST BE THE DIRECT-EMAIL ADDRESS FOR THE REPRESENTATIVE, NOT A GENERAL EMAIL ADDRESS.

(The remainder of this page intentionally left blank.)

RCF – 4 NOTICE REGARDING CRIMINAL RECORDS CHECK
EDUCATION CODE SECTION 45125.1

Education Code section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a nominate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or

imprisonment inthe state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR: CRIMINAL RECORDS CHECK

To the Governing Board of Rialto Unified School District:

The execution of this form certifies that:

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1).

2. Due to the nature of the work, I will be performing for the District, my employees may have contact with students of the District.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

RCF – 5 CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Project Owner: Rialto Unified School District of San Bernardino County, California

Project: Wide Area Network ("WAN"); FY2627-RFP-03

Contractor Name: _____

The undersigned hereby certifies to the Project Owner identified above (herein, "District"), subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

(i) The undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor;

(ii) The Contractor, in accordance with Government Code Section 8350 *et seq*., the Drug-Free Workplace Act of 1990, shall provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying actions which will be taken against employees for violations of the prohibition.

(b) Establishing a drug-free awareness program to inform employees about all of the following:
(1) The dangers of drug abuse in the workplace;
(2) The Contractor's policy of maintaining a drug-free workplace;
(3) Availability of drug counseling, rehabilitation and employee-assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations.

(c) Requiring that each employee engaged in the performance of Work on the Project be given a copy of the statement required by clause (ii)(a) above and that, as a condition of employment on the Project, the employee agrees to abide by the terms of the statement.

(iii) The Contractor hereby acknowledges and agrees that, if the District determines that the certification herein is false, or that the Contractor violated this certification by failing to carry out the requirements of Section 8355, then the Contract awarded to the Contractor shall be subject to termination, suspension of payments, or both, and the Contractor shall be subject to debarment in accordance with the requirements of Section 8350 *et seq*.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

RCF – 6 CERTIFICATION REGARDING TOBACCO-FREE WORKPLACE

Project Owner: Rialto Unified School District of San Bernardino County, California
Project: Wide Area Network ("WAN"); FY2627-RFP-03

Contractor Name: _____

The undersigned hereby certifies to the Project Owner identified above (herein, "District"), subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

(i) The undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor; and

(ii) The Contractor shall ensure a tobacco-free workplace by doing both of the following:

(1) Providing the following statement, in writing, to each person who provides any labor or services on or at the Project Site, including, without limitation, any delivery personnel:

All properties and facilities operated by the Rialto Unified School District, including, without limitation, the Project Site, are tobacco-free work places. It is strictly forbidden while in, on or at any District property or facility (whether owned or leased) to smoke, chew or otherwise use tobacco products. The Contractor shall require each person (including, without limitation, any employee of the Contractor or any Subcontractor or supplier) found in violation of these requirements to permanently leave the Project Site, and the Contractor shall not thereafter permit such person to be present in, on or at the Project Site.

(2) Enforcing the requirements specified in the foregoing provision.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

RCF – 7 CERTIFICATION REGARDING WORKERS COMPENSATION

(Labor Code § 1861)

Project Owner: Rialto Unified School District of San Bernardino County, California

Project: Wide Area Network ("WAN"); FY2627-RFP-03

Contractor Name: _____

The undersigned hereby certifies to the Project Owner identified above, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

(i) The undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor; and

(ii) The Contractor is aware of the provisions of Labor Code Section 3700 *et seq.*, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and the Contractor shall comply with such provisions prior to commencing and throughout the entirety of performance of the Work on the Project.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

PART 7 — GENERAL PROVISIONS

GP-1. Contract Documents

The Contract Documents shall consist of the District's Request for Proposals (RFP), including all addenda, specifications, General Provisions, Special Provisions, and Scope of Work; the Contractor's Proposal; and the Contractor's Master Services Agreement (MSA) and Service Level Agreement (SLA), including any terms, conditions, or exceptions expressly accepted in writing by the District. In the event of any conflict or inconsistency, the following order of precedence shall apply: (1) the District's RFP and all associated documents; (2) the Contractor's Proposal, as accepted by the District; (3) the Contractor's MSA, as accepted by the District; and (4) the Contractor's SLA, as accepted by the District. No additional terms, conditions, or exceptions shall be binding upon the District unless expressly accepted in writing by an authorized District representative. Any subsequent written amendment executed by both parties shall take precedence to the extent expressly modified.

GP-2. Performance Standards

Contractor shall perform all services in a competent, professional, and workmanlike manner, consistent with the approved Scope of Work, applicable industry standards, manufacturer specifications, and Contract Documents. Contractor shall furnish all labor, equipment, materials, supervision, technical expertise, and resources necessary to fulfill its contractual obligations. All services shall comply with the technical specifications, performance requirements, and Service Level Agreement (“SLA”) established in the Contract Documents.

GP-3. Contractor Personnel

Contractor shall assign qualified, experienced, and appropriately trained personnel to perform the required services. All personnel shall comply with applicable District policies, site access requirements, safety procedures, and security requirements. The District may request replacement of personnel for documented safety, misconduct, or performance concerns, subject to applicable law.

GP-4. Subcontracting

Contractor shall identify all subcontractors performing work or services under the Agreement and shall remain fully responsible for their performance, acts, and omissions. To the extent applicable, Contractor shall comply with the California Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 et seq.), including requirements governing the identification, substitution, and approval of subcontractors. Any substitution or change of subcontractors shall require prior written District approval in accordance with applicable law. All subcontractors shall be bound by and comply with the same terms, conditions, standards, and requirements imposed upon the awarded Contractor under the Contract Documents, including applicable licensing, insurance, safety, confidentiality, cybersecurity, privacy, and federal funding requirements. The use of subcontractors shall not relieve Contractor of any responsibility or obligation under the Agreement.

(continued on the next page)

GP-5. Assignment

Contractor shall not assign, transfer, convey, or delegate the Agreement, or any material contractual right or obligation, without the District's prior written approval, except as otherwise expressly permitted by the Agreement or applicable law. Any unauthorized assignment or transfer may constitute a material breach of the Agreement.

GP-6. Contract Pricing

All proposed and accepted rates, fees, and charges shall remain firm throughout the applicable contract period unless modified through an authorized written amendment. Pricing shall include all costs necessary to provide the proposed services, including labor, equipment, installation, maintenance, technical support, and other charges identified in the Contract Documents. Any proposed price increase associated with a contract renewal or extension shall be subject to negotiation and the District's prior written approval. Approval of any price increase shall be at the District's sole discretion. No automatic price increases, escalation charges, or additional fees shall be permitted unless expressly authorized in the executed Agreement.

GP-7. Invoicing Requirements

Contractor shall submit accurate and itemized invoices identifying the District's purchase order number, contract reference, service period, and service location. Invoices shall be submitted in accordance with District procedures and shall accurately reflect services provided and accepted. The District reserves the right to request supporting documentation necessary to verify invoiced charges.

GP-8. Payment

Payment shall be subject to District verification, and the terms of the Agreement. The District shall not be obligated to pay for unauthorized services, unapproved charges, or work that has not satisfied applicable acceptance requirements. The District reserves the right to verify invoices, supporting documentation, service activation dates, and completion of required work before authorizing payment.

All invoices shall be paid in Net 30 (“N30”) terms.

For construction or public works activities, progress payments, retention, final payment, and applicable releases shall be administered in accordance with the Contract Documents and applicable California law.

Where services or construction activities are supported through the E-Rate program, payment procedures shall comply with applicable FCC and USAC requirements, including the District's responsibility for its nondiscounted share and any applicable funding contingencies.

GP-9. Changes to the Contract

Changes affecting the Scope of Work, contract pricing, service levels, equipment, implementation schedule, or other contractual obligations shall require prior written authorization through an amendment or change order executed by authorized representatives. Contractor shall proceed at its own risk when performing additional work without the required written authorization.

(continued on the next page)

GP-10. Inspection and Testing

The District reserves the right to inspect and test equipment, installations, and services to verify compliance with the Contract Documents. Contractor shall cooperate with District personnel during testing and provide required technical documentation, performance results, and other information necessary to establish compliance with the approved acceptance criteria.

GP-11. Acceptance of Services

Services and deliverables shall be subject to District review and acceptance in accordance with the requirements of the Agreement.

GP-12. Correction of Deficiencies

Contractor shall promptly correct deficiencies, defects, or nonconforming work identified by the District at no additional cost, within the applicable contractual cure period or another reasonable period established in writing. Corrective work shall not relieve Contractor of its continuing performance or warranty obligations.

GP-13. Warranties

Contractor shall warrant that all equipment, materials, installations, and services provided under the Agreement shall conform to the Contract Documents and be free from defects in materials and workmanship. Unless a longer period is specified in the Contract Documents, Contractor shall guarantee construction and installation workmanship for a period of one (1) year following the District's written acceptance of the applicable work. Contractor shall correct or replace defective work or materials identified during the warranty period at no additional cost to the District. Manufacturer warranties shall remain applicable in addition to Contractor's workmanship warranty. Warranty obligations shall not reduce or replace Contractor's ongoing responsibility to maintain, repair, and replace provider-owned equipment or to satisfy the service performance requirements established in the Agreement and Service Level Agreement throughout the contract term.

GP-14. Insurance Requirements

Prior to commencing any work or services under the Agreement, Contractor shall obtain and maintain, at its own expense, the following insurance coverages with companies authorized to conduct business in the State of California. Such insurance shall remain in full force and effect throughout the term of the Agreement, including any extensions or renewals.

A. Commercial General Liability Insurance: Coverage for bodily injury, including accidental death, and property damage, with limits of not less than $2,000,000 per occurrence and $4,000,000 general aggregate.

B. Broad Form Property Damage Insurance: Coverage for property damage arising from Contractor's operations, with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate.

C. Comprehensive Automobile Liability Insurance: Coverage for all owned, non-owned, and hired vehicles used in connection with the Agreement, with a combined single limit for bodily injury and property damage of not less than $1,000,000

D. Workers' Compensation Insurance: Coverage in accordance with Sections 3700 and 3800 of the California Labor Code and all other applicable statutory requirements, including Employers' Liability Insurance as required by the District.

E. Cybersecurity Liability Insurance: Coverage for cybersecurity incidents, data breaches, unauthorized access, network security failures, and related liabilities, with limits of not less than $2,000,000 per occurrence or claim and $4,000,000 aggregate.

F. Professional Liability Insurance: Coverage for errors, omissions, negligence, and professional services performed under the Agreement, with limits of not less than $1,000,000 per claim and $2,000,000 aggregate.

Contractor shall provide certificates of insurance and all required endorsements satisfactory to the District prior to commencing performance. The District, its Board of Education, officers, employees, and agents shall be named as additional insureds under applicable liability policies, excluding Workers' Compensation and Professional Liability Insurance. Contractor shall ensure that required insurance coverage is maintained without interruption and shall provide updated certificates and endorsements upon request. Failure to maintain the required insurance shall constitute a material breach of the Agreement and may result in suspension of work or termination.

GP-15. Indemnification

To the fullest extent permitted by applicable California law, Contractor shall defend, indemnify, and hold harmless the District, its Board of Education, officers, employees, and agents from third-party claims, damages, liabilities, losses, and expenses to the extent arising from Contractor's negligent acts, wrongful conduct, contractual breaches, or legally attributable acts or omissions of its subcontractors. The scope of defense obligations, allocation of fault, exclusions, and limitations shall be governed by the executed Agreement and applicable law.

GP-16. Limitation of Liability

Any limitation or cap on Contractor's liability shall be expressly stated in the executed Agreement. No limitation contained in Contractor's standard terms, Master Services Agreement, or other vendor documents shall apply unless expressly accepted in writing by the District. Any negotiated limitations shall address, as applicable, confidentiality breaches, cybersecurity incidents, intellectual property infringement, indemnification obligations, gross negligence, willful misconduct, and payment obligations.

GP-17. Contractor Default

Contractor shall be considered in default upon a material failure to perform its contractual obligations, including failure to meet required performance standards, maintain necessary authorizations, provide required services, or comply with material contractual requirements. The District may issue written notice identifying the default and requiring corrective action within the period established in the Agreement.

GP-18. Notice and Opportunity to Cure

Except where immediate action is authorized due to an emergency, cybersecurity incident, noncurable breach, or other circumstance permitted by law or the Agreement, Contractor shall be provided written notice and a reasonable opportunity to cure a material default. The applicable cure period shall be 30-days, unless otherwise specified in the Agreement.

GP-19. Remedies for Nonperformance

In the event of Contractor default or nonperformance, the District may exercise remedies available under the Agreement and applicable law, including requiring corrective action, assessing applicable service credits,

procuring replacement services, recovering damages, or terminating the Agreement. Service credits shall not constitute the District's exclusive remedy unless expressly established in the executed Agreement.

GP-20. Termination for Cause

The District may terminate the Agreement, in whole or in part, upon Contractor's material default and failure to cure within the applicable period, subject to the Agreement. Termination shall not waive the District's rights or remedies arising from Contractor's prior performance or nonperformance.

GP-21. Termination for Convenience

The District may terminate the Agreement, in whole or in part, for its convenience upon written notice and in accordance with the terms established in the executed Agreement. Contractor shall be entitled only to compensation expressly authorized under the Agreement for conforming services properly performed through the effective date of termination. Any cancellation or early termination charges must be expressly approved in the Agreement.

GP-22. Termination for Nonappropriation or Loss of Funding

The District may terminate or reduce services if sufficient appropriations, E-Rate funding, or other anticipated funding becomes unavailable, subject to the funding contingency provisions established in the executed Agreement. Contractor shall not impose cancellation charges or other financial penalties unless expressly authorized by the Agreement.

GP-23. Continuity of Services

Contractor shall maintain essential contracted services during disputes, transitions, or other circumstances requiring continuity, to the extent required by the Agreement. Contractor shall not suspend, interrupt, or materially reduce services except as expressly authorized by the Agreement.

GP-24. Transition Assistance

Upon expiration or termination of the Agreement, Contractor shall cooperate with the District and any successor service provider to facilitate an orderly transition of services. Transition assistance shall include providing relevant network configurations, circuit information, technical documentation, service records, and reasonable coordination necessary to minimize service interruptions. Contractor shall not withhold District-owned information or records due to disputed charges.

GP-25. Confidentiality

Contractor shall protect confidential, proprietary, and nonpublic District information obtained or accessed during contract performance. Such information shall be used solely for authorized contractual purposes and shall not be disclosed except as permitted by the Agreement. Contractor shall ensure that personnel and subcontractors with access to confidential information are subject to appropriate confidentiality obligations.

GP-26. Information Security

Contractor shall implement and maintain reasonable administrative, technical, and physical safeguards appropriate to the nature of the information and services provided. Security measures shall include, as applicable, access controls, least-privilege permissions, encryption of information in transit and at rest, multifactor authentication for privileged access, and procedures for preventing unauthorized access, disclosure, alteration, or destruction of District information.

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GP-27. Cybersecurity Incident Reporting

Contractor shall notify the District of any actual or reasonably suspected cybersecurity incident affecting District systems, services, or information within 24-hours following discovery. Contractor shall cooperate with the District in investigating, containing, mitigating, documenting, and remediating the incident, including supporting legally required notifications.

GP-28. Student Data Privacy

If Contractor's services involve access to pupil records or personally identifiable student information, Contractor shall execute a Student Data Privacy Agreement ("SDPA"), including California Education Code Section 49073.1, when applicable. Contractor shall not sell pupil information or use such information for unauthorized advertising or commercial purposes.

GP-29. Intellectual Property Rights

The Agreement shall identify ownership and permitted use of intellectual property, including preexisting materials, software, documentation, configurations, and deliverables developed under the Agreement. Contractor shall identify any third-party intellectual property restrictions affecting District use and shall provide the rights necessary for the District to utilize the contracted services and deliverables.

GP-30. Software Licensing

Any software, subscriptions, or licensed technology provided under the Agreement shall include clearly defined license rights, authorized users or locations, license duration, updates, support, and applicable restrictions. Contractor's standard licensing terms shall not supersede the District's contractual requirements unless expressly accepted in writing. Where appropriate, the Agreement shall address continued access, data export, and transition rights upon expiration or termination.

GP-31. Accessibility

Contractor shall ensure that applicable technology products, software, and digital services satisfy accessibility requirements imposed by law and the Contract Documents. Contractor shall provide accessibility documentation or supporting information reasonably requested by the District to evaluate compliance.

GP-32. Records Retention

Contractor shall maintain complete and accurate records relating to contract pricing, invoices, services, equipment, subcontractors, regulatory compliance, and applicable federal funding requirements. Records shall be retained for the longest period required by the Agreement, applicable law, federal award conditions, or E-Rate program requirements.

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GP-33. Audit and Inspection of Records

The District and authorized governmental or funding oversight entities shall have access to relevant records for purposes of verifying contractual compliance, pricing, performance, and applicable funding requirements. Access shall be provided in accordance with applicable law and subject to appropriate confidentiality and information security safeguards.

GP-34. Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, and lawful requirements governing the services performed under the Agreement, including applicable nondiscrimination requirements. Contractor shall maintain all authorizations necessary to perform its contractual obligations throughout the contract term.

GP-35. Permits and Regulatory Approvals

Contractor shall obtain and maintain all permits, licenses, approvals, and regulatory authorizations necessary to perform its contractual obligations, unless otherwise expressly provided in the Agreement. Contractor shall coordinate with applicable governmental agencies, utilities, and property owners concerning permits, rights-of-way, construction activities, utility crossings, and other regulatory requirements associated with the proposed WAN infrastructure.

Where construction activities are subject to stormwater discharge, environmental protection, erosion control, or other permitting requirements, Contractor shall comply with all applicable federal, state, and local regulations, including requirements administered by the California State Water Resources Control Board and applicable Regional Water Quality Control Boards.

Contractor shall be responsible for compliance with applicable permit conditions and for correcting violations arising from its operations, subject to applicable law and the Agreement.

GP-36. District Site Safety

Contractor and its personnel shall comply with all applicable District site access, identification, safety, and security requirements while performing work on District property. Contractor shall maintain safe working conditions and take appropriate precautions to protect students, employees, visitors, District facilities, and surrounding property. Contractor shall provide and maintain appropriate barriers, warning signs, traffic controls, protective equipment, and other safeguards necessary to prevent injuries or property damage during construction, installation, and maintenance activities. Vehicles and equipment operated on District property shall be used safely and in accordance with applicable laws and District requirements. Contractor shall coordinate activities involving vehicle access, excavation, utility interruptions, or other potentially hazardous operations with the District's designated representative. Contractor shall properly identify, handle, store, and dispose of hazardous materials in accordance with applicable law and shall provide required Safety Data Sheets upon request. Contractor shall promptly report accidents, unsafe conditions, utility damage, and other incidents affecting District property or operations.

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GP-37. Public Works Requirements

To the extent any portion of the work constitutes public work under applicable California law, Contractor and its subcontractors shall comply with all applicable public works requirements, including, but not limited to:

(i) Payment of prevailing wages in accordance with applicable provisions of the California Labor Code;

(ii) Registration with the California Department of Industrial Relations when required;

(iii) Maintenance and submission of certified payroll records;

(iv) Compliance with applicable working-hour and overtime requirements;

(v) Compliance with applicable apprenticeship requirements;

(vi) Maintenance of required contractor licenses and classifications;

(vii) Compliance with applicable subcontractor disclosure and substitution requirements; and

(viii) Compliance with applicable public works inspection, recordkeeping, and enforcement requirements.

Contractor shall be responsible for ensuring that its subcontractors comply with all applicable public works requirements. These obligations shall apply only to work legally subject to such requirements and shall not automatically extend to recurring telecommunications services that do not constitute public work.

GP-38. Student Contact Requirements

Contractor shall comply with applicable California laws and District requirements concerning personnel who may have contact with students, including criminal background screening, fingerprinting, supervision, and access restrictions when legally required.

GP-39. Dispute Resolution

In the event of a dispute concerning contract performance, payment, interpretation, or other contractual obligations, the parties shall first attempt to resolve the matter through good-faith discussions between their authorized representatives. Contractor shall continue performing undisputed contractual obligations during the resolution of any dispute, to the extent feasible and permitted by the Agreement and applicable law. Contractor shall not suspend or interrupt essential District telecommunications services solely because of a disputed charge or contractual disagreement, except as expressly authorized by the Agreement. Disputes that cannot be resolved through the established administrative process may be pursued through the remedies available under the Agreement. Where the work is subject to mandatory California public works claims procedures, those statutory requirements shall govern.

GP-40. Governing Law

The Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to conflicting choice-of-law provisions, except where federal law controls. Any legal action arising from the Agreement shall be brought in a court of competent jurisdiction in California, with venue in San Bernardino County unless otherwise required by applicable law.

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GP-41. Force Majeure

Neither party shall be liable for delays or failures in performance caused by events beyond its reasonable control, provided the affected party promptly notifies the other party and takes reasonable measures to mitigate the effects. Force majeure shall not excuse payment obligations for services properly rendered or other obligations that can reasonably continue. Prolonged interruptions may constitute grounds for termination as provided in the Agreement.

GP-42. Independent Contractor Status

Contractor shall perform its obligations as an independent contractor and not as an employee, officer, partner, or agent of the District. Contractor shall be responsible for the direction, supervision, compensation, and conduct of its employees and subcontractors, subject to applicable contractual and legal requirements.

GP-43. Notices

All formal notices required under the Agreement shall be provided in writing to the authorized representatives and addresses identified in the executed Agreement. Notices shall be delivered using the methods specified in the Agreement and shall be effective in accordance with its notice provisions.

GP-44. Authority to Modify the Agreement

No District employee, representative, or consultant shall have authority to modify the Agreement, authorize additional compensation, or alter contractual obligations unless duly authorized to do so. All contractual modifications shall require written approval and execution by the parties' authorized representatives in accordance with District procedures and applicable law.

GP-45. No Guaranteed Minimum or Maximum Quantities

The District does not guarantee any minimum or maximum quantity of services, supplies, equipment, or expenditures under this Agreement. The District reserves the right to increase, decrease, add, or remove services and locations based on operational needs, funding availability, or other District needs. Proposals requiring minimum purchase quantities, minimum spending commitments, or other guaranteed purchases not expressly authorized by the District may be deemed nonresponsive.

GP-46. Payment and Performance Bonds

To the extent the Agreement includes construction or other work requiring payment or performance bonds under applicable California law or the Contract Documents, Contractor shall furnish the required bonds before commencing the applicable work. Each required bond shall be issued by a surety authorized to transact surety insurance in California, in the amount and form specified by the District, and shall remain effective for the period required by the Agreement and applicable law. Unless otherwise required by law or expressly stated in the Contract Documents, bonding requirements shall apply to the applicable construction or public works portion of the Agreement and shall not automatically extend to the total value of recurring telecommunications services. Contractor shall be responsible for all costs associated with obtaining and maintaining required bonds. Failure to provide or maintain required bonds may constitute grounds for withholding authorization to commence the affected work or other remedies available under the Agreement.

GP-47. Manufacturer Authorization

Contractor shall be an authorized manufacturer, reseller, distributor, or service provider for equipment, software, and related products furnished under the Agreement when such authorization is necessary to provide the proposed products, services, warranties, or technical support. Upon request, Contractor shall provide documentation demonstrating applicable manufacturer authorization and its ability to supply, install, maintain, and support the proposed equipment and services. Contractor shall ensure that all supplied products are genuine, properly licensed, and eligible for applicable manufacturer warranties and support.

GP-48. No Waiver

The District's failure to enforce any provision of the Agreement, exercise any contractual right, or require strict performance of any obligation shall not constitute a waiver of that provision, right, or obligation. No waiver shall be effective unless expressly provided in writing by an authorized District representative. A waiver of any particular breach shall not constitute a waiver of any subsequent or continuing breach.

GP-49. Site Cleanup and Restoration

Contractor shall maintain District work areas in a clean, orderly, and safe condition throughout the performance of installation, construction, maintenance, and related activities. Contractor shall promptly remove debris, discarded materials, packaging, equipment, and other waste resulting from its operations. Upon completion of work, Contractor shall restore affected areas to a condition substantially equivalent to that existing before commencement, except for modifications expressly authorized by the District. Contractor shall repair or replace, at its own expense, District property, landscaping, pavement, sidewalks, conduits, utilities, fencing, or other improvements damaged as a result of Contractor's operations, negligence, or failure to exercise reasonable care.

GP-50. Salvage and Disposition of Existing Materials

Existing District-owned equipment, cabling, materials, and other property removed or disconnected during performance of the Agreement shall remain the property of the District unless otherwise expressly authorized in writing. Contractor shall coordinate with the District's Technology Services Department regarding the removal, handling, storage, reuse, or disposition of such materials. Contractor shall not dispose of, transfer, or retain District-owned materials without prior written authorization. Any existing materials designated for reuse shall be protected from damage and reinstalled or delivered to the location specified by the District.

GP-51. Work Scheduling and Authorization to Proceed

All installation, construction, maintenance, testing, service activation, and other activities requiring access to District facilities shall be coordinated in advance with the District's Technology Services Department or other designated District representative. Contractor shall not commence work until the District has issued the required written authorization, which may include a purchase order, Notice to Proceed, or other written approval issued by an authorized District representative, as specified in the Contract Documents. Contractor shall coordinate work schedules to minimize interruptions to instructional programs, administrative operations, and existing network services. Any work affecting active telecommunications circuits, network equipment, or District connectivity shall be scheduled and approved in advance by the District's Technology Services Department.

Contractor shall not interrupt or modify existing services without the District's prior authorization, except where immediate action is necessary to address an emergency and is permitted under the Agreement.

PART 8 — SPECIAL PROVISIONS

SP-1. Effect of Special Provisions

These Special Provisions establish specific requirements applicable to the services, work, equipment, personnel, and District locations covered by the Agreement. The Contractor shall comply with these requirements in addition to the Scope of Work, General Provisions, Service Level Agreement ("SLA"), and other Contract Documents. In the event of a conflict, the order of precedence established in GP-1 shall govern. All unaffected provisions of the Contract Documents shall remain in full force and effect.

SP-2. WAN Performance and Service Levels

The Contractor shall provide WAN services meeting the performance standards established in the Scope of Work and District-approved SLA.

SP-3. Network Route Diversity

The Contractor shall identify the proposed network architecture, fiber routes, redundant connections, and shared infrastructure serving District locations. The Contractor shall disclose common points of failure and other conditions that may affect network reliability. Where route diversity or redundant connectivity is required by the Scope of Work, the Contractor shall demonstrate compliance and provide supporting documentation reasonably requested by the District.

SP-4. Equipment and Manufacturer Support

Where the proposed solution includes Contractor-furnished equipment, the Contractor shall identify the manufacturer, model, specifications, ownership arrangements, warranty coverage, maintenance obligations, and applicable support services. Unless otherwise authorized by the District, equipment furnished for permanent installation shall be new and unused. The Contractor shall disclose equipment approaching manufacturer end-of-sale or end-of-support status during the contract term and remain responsible for maintaining, repairing, or replacing Contractor-owned equipment necessary to deliver the contracted services.

SP-5. Construction and Public Works Requirements

To the extent any installation, fiber construction, trenching, conduit installation, facility modification, or related activity constitutes public work under California law, the Contractor and its subcontractors shall comply with applicable public works requirements, including prevailing wages, Department of Industrial Relations registration, certified payroll reporting, contractor licensing, statutory subcontractor listing and substitution requirements, permits, workplace safety, and applicable bonding obligations. Construction-related costs shall be separately identified in Attachment A or supporting pricing schedules.

SP-6. E-Rate Program Compliance

The Contractor shall comply with all applicable Federal Communications Commission (FCC), Universal Service Administrative Company (USAC), and Schools and Libraries E-Rate Program requirements. The Contractor shall maintain required registrations and identifiers, including a valid Service Provider Identification Number (SPIN), comply with applicable Lowest Corresponding Price requirements, separately identify eligible and ineligible costs, cooperate with funding applications and audits, and maintain records for the required retention period. The Contractor shall comply with the E-Rate provisions established elsewhere in the Contract Documents.

SP-7. District Site Access and Security

The Contractor shall coordinate all on-site work, deliveries, inspections, installations, and maintenance activities with the District's designated representative. Contractor personnel shall comply with District visitor identification, check-in, security, parking, access, and identification badge requirements. Personnel entering occupied school campuses shall report to the designated administrative office or authorized check-in location before proceeding to the assigned work area. Unauthorized entry or failure to comply with District security procedures may result in removal from District property.

SP-8. Work Hours and Scheduling

The Contractor shall coordinate all on-site work with the District's Technology Services Department and applicable site administration. Work shall be scheduled to minimize interference with instructional activities, administrative operations, and other District functions. The District reserves the right to restrict work hours or require after-hours or noninstructional-day work when necessary. Planned service interruptions, network cutovers, and activities affecting District connectivity shall require advance District authorization.

SP-9. Student Safety and Protection

The Contractor shall conduct all activities in a manner that protects District students, employees, visitors, and other persons present at District facilities. Contractor personnel shall not initiate unnecessary contact with students or enter unauthorized student areas. Where work occurs during instructional hours, the Contractor shall coordinate with District personnel to establish appropriate supervision, access restrictions, barriers, and other safeguards. The District may require immediate removal of personnel whose conduct presents a safety concern.

SP-10. Fingerprinting and Criminal Background Checks

The Contractor and its subcontractors shall comply with applicable California Education Code requirements governing fingerprinting and criminal background checks for contractor personnel performing services at public school facilities, including Education Code Section 45125.1, where applicable. Before assigning personnel to District facilities, the Contractor shall coordinate with the District to determine applicable clearance requirements based on the nature of the work, location, and potential student contact. Personnel subject to required clearance shall not commence covered work until the applicable requirements have been satisfied. The Contractor shall provide required certifications and shall not assign individuals prohibited by law from performing the services.

SP-11. Mandated Reporting

The Contractor and its subcontractors shall comply with applicable requirements of the California Child Abuse and Neglect Reporting Act, Penal Code Sections 11164 et seq. Where Contractor personnel qualify as mandated reporters under applicable law, the Contractor shall ensure compliance with required training and reporting obligations. The Contractor shall not interfere with or discourage legally required reports. Notification to District personnel shall not replace any independent reporting obligation imposed by law.

SP-12. Injury and Illness Prevention Program ("IIPP")

The Contractor and its subcontractors shall establish, implement, and maintain an effective Injury and Illness Prevention Program (IIPP") in accordance with applicable California occupational safety and health requirements, including Title 8, California Code of Regulations, Section 3203. The Contractor shall identify workplace hazards, provide required employee training, implement corrective measures, and maintain required safety records. The Contractor shall coordinate with the District regarding hazards that may affect District students, employees, visitors, or other contractors.

SP-13. Workplace Violence Prevention Plan ("WVPP")

The Contractor and its subcontractors shall comply with applicable California workplace violence prevention requirements, including Labor Code Section 6401.9, to the extent applicable. The Contractor shall establish, implement, and maintain a Workplace Violence Prevention Plan addressing the identification, prevention, reporting, investigation, and correction of workplace violence hazards. The Contractor shall ensure required employee training and promptly notify the District of any workplace violence incident or credible threat arising from its operations that may affect District personnel, students, visitors, or facilities.

SP-14. Contractor Personnel and Conduct

The Contractor shall employ qualified, properly trained, and appropriately supervised personnel. All Contractor personnel shall conduct themselves professionally and comply with applicable District policies governing conduct on District property, including restrictions involving alcohol, controlled substances, tobacco, vaping, weapons, harassment, discrimination, and threatening behavior. The District reserves the right to require removal or replacement of personnel whose conduct or performance is inconsistent with contractual requirements, subject to applicable law.

SP-15. Vehicle Traffic and Deliveries

The Contractor shall coordinate vehicle access, deliveries, equipment unloading, and material handling with the District. Vehicles shall use designated access routes, parking areas, and delivery locations. Appropriate traffic controls, including trained flag personnel when necessary, shall be implemented to protect students, employees, pedestrians, and other vehicles. The Contractor shall not obstruct emergency access routes, fire lanes, school entrances, or pedestrian walkways without authorization.

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SP-16. Environmental Protection and Dust Control

The Contractor shall implement reasonable environmental protection measures applicable to its work, including dust control, noise reduction, debris containment, and prevention of unauthorized releases of hazardous substances. The Contractor shall not disturb suspected asbestos-containing materials, lead-containing materials, or other potentially hazardous substances without required authorization and compliance with applicable law. All work shall be performed in a manner that minimizes disruption to District operations.

SP-17. Housekeeping and Facility Protection

The Contractor shall maintain clean, orderly, and safe work areas and protect District buildings, grounds, utilities, equipment, and other property from damage. Materials, tools, cables, and equipment shall be properly secured. The Contractor shall promptly remove unnecessary materials, packaging, waste, and debris. Damage caused by the Contractor or its subcontractors shall be promptly reported and corrected at the Contractor's expense, subject to the Agreement.

SP-18. Permits, Licenses, and Regulatory Compliance

The Contractor and its subcontractors shall obtain and maintain all business licenses, contractor licenses, permits, registrations, approvals, and certifications required to perform their respective services. The Contractor shall comply with applicable federal, state, and local laws, ordinances, regulations, building codes, fire codes, electrical standards, occupational safety requirements, and telecommunications regulations. Documentation demonstrating compliance shall be provided to the District upon reasonable request.

SP-19. Pre-Implementation Conference

Following contract award and before commencing substantial on-site installation or construction activities, the Contractor shall participate in a pre-implementation conference with District representatives. The conference shall address the implementation schedule, site access, project coordination, network cutovers, safety requirements, personnel clearance, work hours, service continuity, testing, documentation, and other matters necessary for successful implementation. The Contractor shall submit a proposed implementation schedule and identify its designated project manager and primary technical contacts.

SP-20. Service Continuity and Protection of Existing Infrastructure

The Contractor shall protect existing District telecommunications systems, network equipment, cabling, utilities, and related infrastructure throughout implementation and performance of the Agreement. No existing service shall be interrupted, disconnected, modified, or relocated without prior District authorization, except where immediate action is necessary to address an emergency. The Contractor shall maintain appropriate contingency and restoration procedures to minimize service disruptions during installation, migration, testing, maintenance, and cutover activities.

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SP-21. District Keys

The Contractor shall safeguard all District-issued keys, access cards, credentials, and other security information provided in connection with the Agreement. Such items shall be used only by authorized personnel for approved purposes and shall not be duplicated, transferred, or disclosed without District authorization. The Contractor shall immediately report lost or compromised access devices or credentials and shall return all District-issued access items upon completion of the applicable work or termination of authorization.

PART 9 — FEDERAL CONTRACTING PROVISIONS

FCP-1. Applicability of Federal Contracting Requirements

The District may utilize funds provided through federal awards, grants, cooperative agreements, or other funding programs to finance all or a portion of the services, equipment, installation, or construction contemplated by this Agreement. To the extent that such funds are subject to 2 CFR Part 200, Contractor shall comply with all applicable federal statutes, regulations, executive orders, award conditions, and contractual requirements, including the provisions of Appendix II to 2 CFR Part 200. The applicability of each requirement shall be determined by the funding source, award conditions, contract value, nature of the services or work, and applicable law. Contractor shall not assume that the use of E-Rate funding independently subjects the Agreement to every requirement of 2 CFR Part 200. Contractor shall obtain and maintain all required certifications, registrations, and supporting documentation and shall cooperate with the District in demonstrating compliance. Contractor shall incorporate all applicable federal requirements into subcontracts and lower-tier agreements and shall remain responsible for compliance by its subcontractors. Mandatory federal requirements shall control to the extent required by applicable law. All other Contract Documents shall remain enforceable.

FCP-2. Remedies for Breach

For contracts exceeding the applicable simplified acquisition threshold, Contractor acknowledges that failure to comply with any material provision of the Agreement may constitute a breach and subject Contractor to administrative, contractual, legal, and equitable remedies. In addition to remedies established elsewhere in the Contract Documents, the District may require corrective action, reject deficient services, withhold disputed payments, recover damages, obtain substitute performance, suspend work, terminate the Agreement, or pursue other remedies authorized by law. Contractor shall be responsible for damages, costs, and expenses resulting from its breach to the extent recoverable under applicable law and the Agreement, including costs associated with correcting deficient performance or addressing violations of applicable funding requirements. The District's rights and remedies shall be cumulative. Exercise of one remedy shall not preclude the exercise of another remedy, and failure to enforce any provision shall not constitute a waiver of the District's rights.

FCP-3. Termination for Cause and Convenience

For contracts exceeding $10,000, the District reserves the right to terminate the Agreement, in whole or in part, for cause or convenience in accordance with the termination provisions of the Contract Documents.

Termination for cause may result from Contractor's failure to perform required services, comply with contractual obligations, maintain required insurance or licensing, satisfy applicable federal requirements, correct deficiencies, or otherwise fulfill a material obligation under the Agreement.

The District may also terminate the Agreement for convenience upon written notice, subject to applicable contractual procedures.

Upon receiving notice of termination, Contractor shall discontinue affected work as directed, protect District property and information, preserve required records, and cooperate in transitioning services to the District or a successor provider.

Contractor shall be entitled to payment for authorized, satisfactorily performed services through the effective date of termination, subject to applicable offsets, adjustments, and funding limitations. Contractor shall not be entitled to anticipated profits on unperformed work or other termination charges unless expressly authorized by the Agreement and applicable law.

FCP-4. Equal Employment Opportunity and Nondiscrimination

Contractor shall comply with all applicable federal and California laws prohibiting unlawful discrimination in employment and the performance of publicly funded contracts.

Contractor shall not unlawfully discriminate against employees or applicants for employment based on any characteristic protected by applicable law. Contractor shall maintain employment practices consistent with applicable civil rights requirements concerning hiring, promotion, compensation, training, discipline, and termination.

Contractor shall cooperate with lawful investigations, reporting requirements, and compliance reviews conducted by authorized agencies. Contractor shall not retaliate against individuals for exercising rights protected by applicable law.

For federally assisted construction activities, Contractor shall comply with any additional equal employment opportunity clauses expressly required by the applicable federal award and current law.

Contractor shall incorporate applicable nondiscrimination requirements into covered subcontracts and shall remain responsible for compliance by subcontractors.

FCP-5. Davis-Bacon Act and Copeland Anti-Kickback Act

When required by applicable federal program legislation and the nature of the work, Contractor shall comply with the Davis-Bacon Act, 40 USC Sections 3141–3148, the Copeland Anti-Kickback Act, 40 USC Section 3145, and applicable implementing regulations.

For covered construction contracts, Contractor shall pay laborers and mechanics wages not less than those established in the applicable federal wage determination and shall comply with required wage classifications, fringe benefits, payroll procedures, and payment frequencies.

Contractor shall maintain complete and accurate payroll records and furnish certified payroll reports when required. Contractor shall make such records available to the District and authorized federal agencies for inspection, audit, or investigation.

Contractor shall not induce, solicit, or otherwise require any employee to surrender compensation to which the employee is legally entitled.

Contractor shall promptly report suspected violations to the District and cooperate with any required federal reporting or enforcement proceedings.

Contractor shall include all mandatory Davis-Bacon and Copeland provisions in covered subcontracts and shall remain responsible for subcontractor compliance.

The applicable federal wage determination and mandatory regulatory clauses shall be incorporated into covered solicitations and contracts when legally required. These provisions shall not replace or diminish applicable California prevailing wage requirements.

FCP-6. Contract Work Hours and Safety Standards Act

For covered contracts exceeding $100,000 that involve the employment of laborers or mechanics, Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 USC Sections 3701–3708, and applicable implementing regulations.

Contractor shall calculate wages based upon a standard workweek of forty hours. No laborer or mechanic performing covered work shall be required or permitted to work more than forty hours in a workweek unless compensated at a rate of not less than one and one-half times the employee's basic rate of pay for all hours exceeding forty.

Contractor and responsible subcontractors shall be liable for unpaid wages and any applicable liquidated damages resulting from violations. The District may withhold amounts from payments when required or authorized by applicable law to satisfy such liabilities.

For covered construction work, Contractor shall not require laborers or mechanics to perform work under unsanitary, hazardous, or dangerous conditions prohibited by applicable federal safety standards.

Contractor shall maintain required payroll and employment records and shall incorporate mandatory overtime and safety clauses into all covered subcontracts, including applicable lower-tier agreements.

The requirements of this provision shall not apply to contracts expressly excluded by the governing statute or regulations, including applicable purchases of supplies or contracts for transportation or transmission of intelligence.

FCP-7. Rights to Inventions

If the Agreement is performed under a federal funding agreement meeting the definition established in 37 CFR Section 401.2 and involves covered experimental, developmental, or research activities, Contractor shall comply with applicable requirements of 37 CFR Part 401.

Such compliance may include disclosure of subject inventions, preservation of federal government rights, execution of required documents, reporting, and restrictions governing the assignment or disposition of intellectual property.

Contractor shall obtain required approvals and incorporate applicable invention-rights clauses into covered subcontracts. This provision shall apply only when the federal award and nature of the contracted activities trigger the applicable requirements.

FCP-8. Clean Air Act and Federal Water Pollution Control Act

For covered contracts exceeding $150,000, Contractor shall comply with applicable standards, orders, and regulations issued pursuant to the Clean Air Act, 42 USC Sections 7401 et seq., and the Federal Water

Pollution Control Act, 33 USC Sections 1251 et seq. Contractor shall perform all covered work in compliance with applicable environmental laws, permits, discharge limitations, and regulatory requirements.

Contractor shall promptly notify the District of any known violation arising from performance of the Agreement and shall cooperate in reporting violations to the appropriate federal awarding agency and regional office of the Environmental Protection Agency as required. Contractor shall take appropriate corrective action at its expense when the violation results from Contractor's acts or omissions. Contractor shall incorporate these requirements into covered subcontracts as required by applicable law or award conditions.

FCP-9. Debarment and Suspension

Contractor represents and certifies that neither Contractor nor any principal or other covered participant is presently suspended, debarred, excluded, or otherwise disqualified from participation in covered federal transactions. Contractor shall comply with applicable requirements of 2 CFR Part 180 and the relevant federal agency's implementing regulations. Contractor shall not knowingly enter into a covered subcontract or lower-tier transaction with an excluded or disqualified party unless expressly authorized by the responsible federal agency. Contractor shall verify the eligibility of covered subcontractors and lower-tier participants through the System for Award Management (SAM.gov) or another verification method permitted by applicable federal regulations. Contractor shall immediately notify the District in writing upon becoming aware of any suspension, debarment, exclusion, proposed debarment, or other action that may affect eligibility to perform federally funded work. The District reserves the right to verify Contractor's eligibility independently and may suspend performance, withhold authorization for affected work, or terminate the Agreement when permitted by law and the Contract Documents. Contractor shall incorporate applicable debarment and suspension requirements into covered lower-tier transactions.

FCP-10. Byrd Anti-Lobbying Amendment

For covered awards exceeding $100,000, Contractor shall comply with the Byrd Anti-Lobbying Amendment, 31 USC Section 1352, and applicable implementing regulations. Contractor certifies that federal appropriated funds have not been and will not be used to pay any person or organization to influence or attempt to influence an officer or employee of a federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining or modifying a covered federal award. Contractor shall disclose lobbying activities financed with nonfederal funds when required, including submission of Standard Form LLL and any necessary updates. Contractor shall obtain required certifications and disclosures from covered subcontractors and lower-tier participants and shall transmit such information to the District as required. Failure to provide accurate certifications or disclosures may constitute a material breach and may subject Contractor to applicable federal penalties.

FCP-11. Procurement of Recovered Materials

To the extent applicable under Section 6002 of the Solid Waste Disposal Act and 2 CFR Section 200.323, Contractor shall make maximum use of products containing recovered materials for items designated by the Environmental Protection Agency. Contractor shall procure qualifying recovered-material products unless such products cannot reasonably be obtained competitively within the required performance schedule, do not meet applicable performance specifications, or are not available at a reasonable price. Contractor shall maintain documentation supporting any applicable exception and provide such documentation upon District

request. Contractor shall comply with applicable EPA Comprehensive Procurement Guidelines and any additional recovered-material requirements imposed by the federal award.

FCP-12. Domestic Preference for Procurements

To the extent appropriate, consistent with applicable law, and required by the federal award, Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in the United States. Such requirements may apply to iron, steel, aluminum, cement, manufactured products, and other covered materials, including construction materials used in federally funded infrastructure projects. Contractor shall provide certifications, country-of-origin documentation, manufacturing information, or other supporting records when required by the applicable award. Contractor shall incorporate applicable domestic preference requirements into covered subcontracts and purchase orders. Any additional requirements imposed by the Build America, Buy America Act or other federal domestic-content laws shall apply only when triggered by the applicable funding program and award conditions.

FCP-13. Prohibition on Certain Telecommunications and Video Surveillance Equipment

To the extent required by 2 CFR Section 200.216 and applicable federal law, Contractor shall not obligate or expend covered federal award funds to procure, obtain, extend, or renew a contract for equipment, services, or systems that use prohibited telecommunications or video surveillance equipment or services as a substantial or essential component or as critical technology. Covered equipment and services include those identified under Section 889 of Public Law 115-232 and applicable implementing regulations, including certain equipment or services associated with Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, and covered subsidiaries, affiliates, or other designated entities, as applicable. Contractor shall exercise appropriate diligence in selecting equipment, manufacturers, suppliers, and subcontractors and shall provide supporting certifications or supply-chain documentation upon District request. Contractor shall promptly notify the District upon discovering prohibited equipment or services in any federally funded portion of the work and shall cooperate in determining and implementing required corrective action. Contractor shall incorporate applicable restrictions into covered subcontracts and purchase orders.

FCP-14. Access to Records, Audits, and Federal Oversight

Contractor shall maintain complete, accurate, and auditable books, documents, invoices, payroll records, subcontract agreements, payment records, correspondence, and other information directly related to federally funded work. To the extent required by applicable law or award conditions, Contractor shall permit the District, federal awarding agencies, pass-through entities, the Comptroller General of the United States, and their authorized representatives to examine, audit, inspect, copy, and reproduce records directly pertinent to the Agreement. Contractor shall provide reasonable access to covered work locations and facilities when required for lawful inspections, investigations, or compliance reviews. Contractor shall cooperate with requests for documentation, explanations, interviews, and other information necessary to establish compliance with applicable federal funding requirements. Records shall be maintained for the applicable federal retention period, including any extensions required because of audits, litigation, investigations, claims, or unresolved findings. Contractor shall ensure that applicable recordkeeping and audit obligations extend to covered subcontractors and lower-tier participants.

FCP-15. Federal Fraud, False Statements, and Misrepresentation

Contractor shall not knowingly submit or cause to be submitted any false, fictitious, fraudulent, or materially misleading invoice, claim, certification, report, reimbursement request, or other representation relating to federally funded work. Contractor shall comply with applicable federal laws governing false claims, false statements, program fraud, and misuse of federal funds, including applicable provisions of 31 USC Chapters 37 and 38. Contractor shall promptly notify the District upon discovering any material error, improper billing, misrepresentation, suspected fraud, or misuse of federal funds connected with the Agreement. Contractor shall cooperate with lawful investigations and provide records reasonably necessary to determine the accuracy of claims and certifications. The District reserves all rights and remedies available under the Agreement and applicable law, including recovery of improper payments and termination for material breach.

FCP-16. Changes, Modifications, and Allowability of Costs

No change, modification, additional work, or adjustment to the Agreement shall be binding unless authorized in writing by the District in accordance with the Contract Documents. For federally funded work, all costs associated with a change shall be allowable, reasonable, allocable, adequately documented, and within the authorized scope of the applicable federal award. Contractor shall not perform additional federally funded work or incur costs for which reimbursement is expected without obtaining required written authorization. Contractor shall cooperate in providing supporting cost estimates, documentation, and certifications necessary to establish eligibility for reimbursement. No oral direction, informal communication, or unauthorized instruction shall constitute approval of a contractual modification.

FCP-17. Federal Agency Identification and Government Non-Liability

Contractor shall not use the name, seal, logo, insignia, flag, or other official identifying material of any federal agency in a manner suggesting endorsement, sponsorship, or approval without required authorization. Contractor acknowledges that, unless expressly established by applicable law or the funding agreement, the federal government is not a party to the Agreement and assumes no contractual liability to Contractor, the District, subcontractors, or other parties arising from performance of the Agreement. Contractor shall not represent that the federal government guarantees payment, performance, or reimbursement under the Agreement.

FCP-18. Federal Funding Eligibility and Continuing Compliance

Contractor shall maintain all registrations, authorizations, certifications, licenses, and other qualifications necessary to perform federally funded work throughout the Agreement. Contractor shall promptly notify the District of any material change affecting eligibility, including suspension, debarment, loss of required licensing, adverse regulatory action, or inability to comply with applicable award conditions. Contractor shall provide updated certifications and supporting documentation upon District request. The District may require corrective action, suspend affected work, or exercise available contractual remedies when Contractor's failure to maintain eligibility jeopardizes compliance with federal funding requirements.

(continued on the next page)

FCP-19. Federal Funding Restrictions and Local Preferences

Contractor acknowledges that certain federal awards restrict the use of geographic preferences, local business preferences, or other evaluation criteria that may otherwise be permissible under state or local procurement policies. Where applicable federal law prohibits such preferences, the District shall apply the governing federal procurement requirements. Contractor shall not claim entitlement to a preference, price adjustment, or award consideration that conflicts with applicable federal funding restrictions.

FCP-20. Additional Federal Agency and Award Conditions

Contractor shall comply with all additional conditions expressly applicable to the federal award, including requirements concerning civil rights, environmental protection, trafficking prevention, whistleblower protections, cybersecurity, information security, data rights, domestic sourcing, and federal program integrity. When applicable, the District may incorporate mandatory supplemental provisions, certifications, wage determinations, or other federal contract clauses into the solicitation or Agreement. Any post-award modification shall be subject to applicable procurement law and the written amendment provisions of the Agreement. Contractor shall ensure that all applicable requirements are communicated to and followed by its subcontractors and lower-tier participants.

PART 10 — E-RATE SUPPLEMENTARY TERMS AND CONDITIONS

ER-1. E-Rate Supplemental Terms and Conditions

The District has included the E-Rate Supplemental Terms and Conditions as part of this solicitation. Proposers shall carefully review the supplemental provisions, including all requirements relating to E-Rate program compliance, service provider qualifications, funding contingencies, invoicing, record retention, and other applicable obligations.

ER-2. Acknowledgment and Acceptance

Each Proposer shall acknowledge its review and acceptance of the E-Rate Supplemental Terms and Conditions by completing and signing the certification provided. The completed form shall be submitted with the Proposer's response as part of RPF-5 - E-Rate Certification. Failure to submit the required signed certification may result in the Proposal being deemed nonresponsive.

ER-3. Compliance with E-Rate Requirements

By submitting the signed certification, the Proposer acknowledges its obligation to comply with the applicable E-Rate requirements throughout the term of any resulting Agreement. Any proposed exceptions or deviations shall be clearly identified in the Proposal and shall be subject to the District's review and written acceptance.