

Buena Park School District
6885 Orangethorpe Ave,
Buena Park, CA 90620



Proposal Request for:

BPSD - E-RATE CATEGORY 2 EQUIPMENT

E-RATE YEAR 25 (FY2022)

RFP # BPSD E-Rate Cat 2 Year 25 (FY2022)

Released: Friday, November 12, 2021

Proposal Due Date: Friday, December 17 @ 2:00 pm PST

BUENA PARK SCHOOL DISTRICT

Public notice is hereby given that the Buena Park School District of Orange County, California, hereinafter referred to as the District, will receive up to, but not later than **2:00 pm PST on December 17, 2021** sealed proposals for the award of a contract for **RFP BPSD - E-RATE CATEGORY 2 EQUIPMENT AND SERVICES E-RATE YEAR 25 (FY2022), RFP # BPSD E-Rate Cat 2 Year 25 (FY2022)**.

The purpose of this Request for Proposal is to provide the District with a qualified E-RATE CATEGORY 2 EQUIPMENT AND SERVICES provider, hereinafter referred to as the Vendor, who can meet the current and future E-RATE CATEGORY 2 EQUIPMENT AND SERVICES needs for the District in the most cost-effective manner.

Digital copy in PDF format is required. Digital submissions can be provided on a submitter furnished USB pen drive, or via the following link: www.bpsd.us/submissions/. Digital proposals on a USB Pen Drive, or sealed proposals shall be received in the District Office located at 9885 Orangethorpe Ave., Buena Park, CA 90620.

Each proposal must conform and be responsive to the request for proposal documents, copies of which may be obtained on or after November 12, 2021, from the District website at: <https://www.bpsd.us/requests/> and to USAC E-RATE Productivity Center (EPC) at: <https://forms.universalservice.org/portal/login>

All proposals can be provided in hard copy, but shall be provided in Digital PDF format as well. Hard copies of the proposal or a digital copy of the proposal shall be sent to the address listed above. All forms provided by the District within the proposal requests can be replaced by a submitter created forms that provide the same information and similar layout. Each proposal must strictly conform with and be responsive to this notice, the Instructions for Vendors, and other proposal documents. The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposals. Any proposals received after the specified date and time will not be opened nor viewed. Late submissions will be deemed unresponsive. No submitter may withdraw a proposal for a period of sixty (60) calendar days after the opening of the proposals. Per Public Contract Code Section 20118.2, all proposers must honor their proposals, as submitted, after the date proposals are opened by the District. All proposals received before the deadline will be opened and read in a closed session at the District Office.

If the Vendor chooses to offer alternative services than described in this proposal, they must describe, in detail, how their proposed services will satisfy the requirements.

Michael Magboo, Chief Operating Officer
Buena Park School District

Dates of Advertisement: November 12, 2021 and November 19, 2021

Overview

The District is seeking an MDF Switch and IDF Switch refresh for eight school sites, to include equipment, design, installation, and support.

PLEASE RESPOND ON THE FOLLOWING FORM(S), BY ENTERING YOUR PRICES FOR THE ITEMS LISTED. WHERE APPLICABLE, INDICATE ALTERNATE BRAND, MODEL, ETC. DISTRICT RESERVES THE RIGHT TO AWARD BY LOT OR ITEM. PLEASE DIRECT QUESTIONS TO THE DISTRICT REPRESENTATIVE CONTACT LISTED BELOW. DELIVERY IS LOCATION NAME, ADDRESS, CITY, STATE, ZIP. PAYMENT TERMS NET 30 DAYS.

IMPORTANT NOTE: PLEASE INCLUDE SUB-TOTAL, APPLICABLE DISCOUNTS, SHIPPING & HANDLING, E-RATE ELIGIBILITY, SALES TAX AND TOTAL COST ON YOUR PROPOSAL.

PROPOSALS MUST BE AS SPECIFIED OR EQUAL. ALL EQUIVALENT OR ALTERNATE ITEMS MUST INCLUDE SPECIFICATIONS DEMONSTRATING EQUIVALENCY. THE DISTRICT RESERVES THE RIGHT TO REQUIRE SAMPLES OR WORKING DEMO EQUIPMENT ON-SITE FOR TESTING, PRIOR TO AWARD AND FINAL SELECTION OF BRAND AND/OR MODEL, BASED ON REQUIREMENTS AND INFORMATION SUPPLIED BY VENDOR. THE DISTRICT IS UNDER NO OBLIGATION TO PROCURE ANY ITEMS OR SERVICES, OR TO PROCURE ANY ITEMS OR SERVICES FROM ANY PARTICULAR SOURCE OR UPON ANY PARTICULAR BASIS. ALL SAMPLES OR DEMO UNITS WILL BE RETURNED AFTER TESTING IS COMPLETE.

Buena Park School District (District) may also contract to purchase network equipment and implementation for other sites not covered under this E-rate application.

Submission Instructions:

Digital copy in PDF format is required. Digital submissions can be provided on a submitter furnished USB pen drive, or via the following link: www.bpsd.us/submissions/. Digital copies submitted through the aforementioned provided District link must be submitted no later than **2:00 pm PST, Friday, December 17**. Proposal submitters may submit a hard copy of their proposal as well. Hard copy submitters must provide three (3) original sealed copies of the proposal submittal. Hard copies or digital PDF on a USB pen drive shall be submitted no later than **2:00 pm PST, Friday, December 17**, at the District Office, located at **6885 Orangethorpe Ave., Buena Park, CA 90620**, in care of the Chief Operating Officer.

Buena Park School District

BPSD - E-RATE CATEGORY 2 EQUIPMENT – Year 25

9885 Orangethorpe Ave.

Buena Park, CA 90620

E-mail inquiries must be received by Monday, November 29, 2021 by 2:00 pm PST to: mmagboo@bpsd.us

The District will not respond to phone call inquires

Proposal Due Date: Friday, December 17, 2021 @ 2:00 pm PST

Schedule of Important Dates

470/Proposal posting:	Friday, November 12, 2021
Dates of Advertisement:	November 12 & November 19, 2021
Mandatory Walkthrough:	Monday, November 22, 2021, @ 11:00 AM PST at the District Office
Last day for Questions:	Monday, November 29, 2021, @ 2:00 PM PST
District will post answers via EPC:	Friday, December 3, 2021
Proposal Due Date:	Friday, December 17, 2021, @ 2:00 pm PST
Recommendation to Board:	January Board Meeting
Contract Award:	On or after Board approval

INSTRUCTIONS TO VENDORS

1. Preparation of the Proposal Form

In order to receive consideration proposals must be received on or before the advertised closing date and not later than the time displayed therein. Proposals shall be submitted on the included form(s) provided by the District in this RFP or a form substituted by the submitter. Substitute forms submitted in lieu of the District provided form must provide the same information requested and be in a similar layout as the District form. All blanks in the proposal form must be appropriately filled in. Hard copy proposals or digital copies in PDF format on a pen drive received from prospective vendor, must be in a sealed container or envelope and must be conspicuously marked with the legal proposal number, project name, closing date. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened

The proposals will be **opened and read in a closed session** at the time and location to be determined by the District. District reserves the right to accept, reject or disqualify any or all proposals and be the sole judge regarding the suitability of the products, services or supplies offered, and whether deviations are acceptable. District further reserves the right to not necessarily purchase all items or the full quantity of each item listed in the proposal document.

2. Proposal Security

Each proposal shall be accompanied by a certified or cashiers' check payable to the District or a satisfactory proposal bond in favor of the District, executed by the vendor as principal and a satisfactory surety, in an amount not less than 10% of the maximum of the proposal. The check or proposal bond shall be given as a guarantee that the vendor shall execute the contract if it be awarded to him in conformity with the contract documents and shall provide the surety bond or bonds as specified therein within five (5) days after notification of the award of the contract to the vendor.

3. Signature

Proposal must be signed in the name of the vendor and must bear the signature in longhand of the person or persons duly authorized to sign on behalf of the vendor.

4. Modifications

Changes in or additions to the proposal form, recapitulations of the work proposal upon, alternative proposals or any other modification of the proposal form which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive to the invitation to proposal.

5. Erasures

Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin adjacent to the correction the surname or surnames of the persons signing the proposal. In the case of an error in an extension, the unit price upon which the extension is based shall take precedence.

6. Withdrawal of Proposals

Any vendor may withdraw his proposal either personally by written request, or by telegraphic request confirmed in the manner specified above any time prior to the scheduled closing time for receipt of proposals.

7. Agreements and Bonds

Proposed Agreement which the successful vendor will be required to execute and the forms and amounts of surety bonds which he will be required to furnish at the time of execution of the Agreement are included in the contract documents and should be carefully examined by the vendor. If exceptions are required clearly state those exceptions by marking through the areas of concern and provide the alternative wording for District review.

8. Interpretation of Plans and Documents

If any person contemplating submitting a proposal for the proposed project is in doubt as to the true meaning of any part of the drawing, specifications or other contract documents, or finds discrepancies in, or omissions from the drawings, specification or documents, he may submit to the District a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its delivery. Any interpretation or correction will be made only by addendum duly issued, and a copy of such addendum will be delivered to each person receiving a set of the contract documents.

9. Vendors 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. A person, firm or corporation that has submitted a sub-proposal to a vendor, or that has quoted prices of materials to a vendor, is not thereby disqualified from submitting a sub-proposal or quoting prices to other vendors or making a prime proposal.

10. Evaluation

All proposals satisfying the requirements of this Request for Proposal (RFP) will be evaluated to establish which of the offers best fulfills the needs of the District and this project. The District reserves the right to be the sole judge of the qualification of products, and/or services being offered, suitability of the services offered by the bidder.

The District has the right to reject any, all, or any part of the proposal. The District may waive any irregularities or informalities in any proposal, or in the bidding process.

The District reserves the right to reject all proposals and issue another RFP.

The District, in compliance with Federal Communications Commission (FCC) rules, will award to the vendor(s) providing the most cost-effective service offering. Per the Sixth Report and Order, FCC 10-175, FCC rules dictate the following:

§ 54.503 (c)(2)(vii) All bids submitted for eligible products and services will be carefully considered, with price being the primary factor, and the bid selected will be for the most cost-effective service offering consistent with § 54.511.

§ 54.511 Ordering Services (a) Selecting a provider of eligible services. In selecting a provider of eligible services, schools, libraries, library consortia, and consortia including any of those entities shall carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered.

Therefore, the District may consider factors other than price alone in the consideration of bids; price for E-rate eligible goods and services will be the primary factor considered.

SELECTION CRITERIA:

Category	Points
Cost of E-rate Eligible Services/equipment	40%
Cost of E-rate Ineligible Services/equipment	5%
Scope of Work and Specification Compliance <ul style="list-style-type: none">- Proposal meets or exceeds all technical requirements- Compatibility with existing systems- Ease of interoperability with existing systems- Implementation timeline consistent with expectation	30%
Vendors Capabilities <ul style="list-style-type: none">- Ability to deliver services at the start of funding year	10%
Local Vendor within 100 miles	5%
Experience with the District	10%
<i>Total Possible</i>	100%

11. Award of Contract

District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposals. The award of the contract, if made by the District, will be to the responsible vendor based on the above selection criteria. District realizes that conditions other than price are important and may award based on individual items proposed, or any combination of individual items, or upon a cumulative total of all items in the proposal; whichever method is determined to be in its best interests; may reject any or all proposals, any part of a proposal, or may waive any informality in a proposal.

Governing Law; Venue and Jurisdiction:

ANY AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THE AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12. Alternatives

If alternate proposals are called for, the contract may be awarded at the election of the Governing Board to the responsible vendor based on the above criteria, or on the base proposal and any alternate or combination of alternates

13. Evidence of Responsibility

Upon the request of the District, a vendor whose proposal is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the vendors financial resources, his experience in the field and his organization or other factors contributing to the successful execution and completion of the contract.

14. Forfeiture for Failure to Execute Contract

In the event the vendor to whom an award is made fails or refuses to execute the contract within five calendar days from the date receiving notification that he is the vendor to whom the contract is awarded, the District may declare vendor's proposal deposit or bond forfeited as damages caused by the failure of the vendor to enter into the contract, and may award the work to the next lowest vendor, or may call for new proposals.

15. Anti-Discrimination

It is the policy of the District that in connection with all work performed, materials purchased or supplies provided under any contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The supplier agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code section 1410 and Labor Code section 1735. In addition, the supplier agrees to require like compliance by any sub-suppliers employed on the work by him.

16. Brand or Trade Names as a Description

Certain specifications, brand names and the like are set forth for the purpose of setting a standard and are not intended to preclude any vendor from submitting a proposal who can substantially meet these specifications. Vendors may propose equipment equal to those specified herein, but each deviation from the specification must be set forth in detail.

17. Addenda

Addenda or changes to the project specification may be issued by the District prior to proposal opening and any addenda so issued must be included in the contractors' proposal cost.

18. Time for Opening

The date and time stated in the Notice Requesting Proposals, Schedule of Important Dates, and other places in this document is interpreted to mean the exact day and hour stated. That is if the closing time is **2:00 pm PST on Friday, December 17, 2021. Any Proposals received after this date and time will be deemed late and not accepted.** The proposals will be **opened and read in a closed session** at the **District Office at a time and date to be determined by the District after the closing date and time.**

19. Sample Documents

This proposal may contain sample documents; Proposal Bond, Performance Bond, Payment Bond, and Agreement. The bond documents are supplied for information but may be used in execution of the Proposal and resulting contract. However, Agreement is our preferred document. Under extreme circumstances, it may be modified based on comments supplied at the time of proposal, after review by legal counsel. If vendor chooses to use the sample bond documents, they must be executed by the appropriate surety. In the event of the Agreement, return a copy of the included document along with any proposed amendments as part of your proposal. If the vendor has no comment, be certain to return the Agreement marked, "Accepted without Comment."

20. References and Proposal Submission

All submittals shall include client references. Failure to provide three (3) successful references shall be considered to be non-responsive to this specification. All references shall reflect installations that have been successfully completed within K-12 educational institutions, and preferably for systems of the same type and size as proposal, and in the local geographical area (within 100 miles). References shall include:

- Customer name, contract, and title
- Address and telephone number
- Project and date completed

General Conditions

1. **General**

All prices shall be quoted FOB destinations, to the designated site(s) at the time of order. No additional freight, drayage or labor charges will be permitted. Proposals which are conditional upon an "all or nothing" clause for favorable terms or delivery will not be considered.

2. **Alternative Offerings**

Whenever in these specifications any equipment or material is indicated or specified by patent or proprietary name or by the name of a manufacturer, such specifications shall be deemed to be sued for the purpose of facilitating description of the equipment or materials desired and shall be deemed to be followed by the words "or equivalent." Vendors may propose equipment or materials equal to those specified herein, but must furnish complete specifications of each item and, if requested to do so, a sample of the item proposed. Such specifications and samples must be furnished no later than five (5) days prior to proposal opening at no cost or obligation to the District for the purposes of testing and evaluation. If not consumed or destroyed in such testing, the sample will be returned to the vendor after award of proposal is made. Unless an alternate make and model is indicated in the space provided, it is agreed all items proposed are as named in the specifications. Substitution of equipment after the award will not be permitted.

3. **Piggybacking**

Pricing on this proposal shall be extended to other districts in Orange County or to any other district the vendor agrees to service at these prices per section 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

4. **Market Price**

Market price shall be determined by soliciting two or more informal price Proposals for similar products or services contained in the contract. These informal Proposals may be secured from participants in the initial proposal as well as new sources of supply. However, in no event shall the prices come from prospective vendors who cannot comply with the original proposal specifications, terms or conditions. Seller may propose market price changes to buyer for evaluation; buyer may in turn request price changes from seller.

5. **Freight Terms**

All prices shall be quoted FOB destination, unpacked, assembled (if necessary) to the designated site(s) at the time of order. No additional freight, drayage or labor charges will be permitted. Proposals which are conditional upon an "all or nothing" clause for favorable terms or delivery will not be considered. All cartons and other packaging materials to be removed from the site by the vendor or his agents.

6. **Shipments**

All line items shall be delivered to the District Warehouse, complete as requested in one shipment. Partial line item delivery shall not be accepted without prior consent. Payment for partial line items shall be delayed until the complete quantity has been received by District warehouse. NOTE: This does not mean that the District will not accept a partial purchase order delivery, as long as the total quantity requested for each line item is included in the shipment.

7. **Marking of Packages**

Each package contained in each shipment shall be clearly marked with the District purchase order number. Failure to mark the packages may delay district acceptance and payment for the shipment. Each package shall be marked with the sequential package number of threat shipment with the first package being marked Number 1, and **PACKING SLIP ENCLOSED**.

Specifications and Statement of Work

PROJECT SPECIFICATIONS

Section 1: MDF and IDF Switch Equipment

The Goal: To provide qualified vendors with the necessary information and specifications to allow them to respond with a solution that they determine best meets these requirements.

The Buena Park School District (BPSD) is seeking a switch replace implementation, to include equipment, design, and configuration for all switches in identified main data facilities (MDF) and individual data facilities (IDF).

The proposed solution price must include a complete bill of materials, applicable sales tax, applicable shipping, and optional professional services.

The scope of the project will be as follows:

- All equipment and material should be new. Grey market, Used, refurbished or repurposed equipment or material will not be acceptable.
- Prior to installing each switch at each location, review the current configuration that exists within each switch to ensure that a clear understanding of what is needed from a configuration standpoint
- Configure switches prior to installation in each MDF/IDF to ensure minimal loss of service.
- Install switches in each MDF/IDF in a logical as order provided by BPSD technical staff at time of installation
- Use provided patch cables
- Ensure that cable management is maintained during installation
- Provide one, three, and five years of licensing and support options for hardware, firmware, and software
- Document switch installation to include labeling of switch IP address and switch name via a printed label on each switch along with a spreadsheet that includes the make, model, switch IP address, switch name, username, password, serial number, software version, and location – upon switch installation, download switch configuration file to be turned over to BPSD technical staff upon completion of the job

MINIMUM TECHNICAL REQUIREMENTS

BPSD is seeking products with item class and quality standards, or equivalent, as produced by Cisco. BPSD currently is using Cisco branded switches (refer to Attachment A). These requirements are intended to be descriptive but not restrictive and is listed to indicate the quality and characteristics of products that will be satisfactory.

- Full Layer 3 routing for MDF switches
- Access switch solutions (IDF) requires only Layer-2 capabilities
- MDF & IDF switching solutions must contain redundant power supplies
- All Switching solutions should have the ability to support POE and POE+ on all ports
- Solutions can utilize Chassis or Stacking technology
- Support OSPF and BGP routing protocols for MDF switches
- Support link speeds 10/100/1000/10000
- Support 10Gbe Links for IDF Switches and 10/40Gbe Links for MDF Switches
- Multicast support
- Link aggregation capabilities and port trunking for Gigabit and 10/100/1000Mb ports
- IEEE 802.3at POE + compliant on switch ports as specified
- Support for 802.3x flow control and 802.1x edge authentication
- Support Quality of Service (QoS) based on layer two and three information

- Support for 10Base-T / 100Base -TX / 1000Base – TX interface modules
- Support for 1000Base-X Gigabit interface modules with “pluggable” SFPs
- Fixed Switch solutions require at least two 10GB SFP+ port for 10 GB fiber Alternate
- Support for IEEE 802.1d Spanning Tree Protocol (STP)
- Support for IEEE 802.1s Multiple Spanning Tree and Per-VLAN Spanning Tree (PVST)
- Support for CDP and/or LLDP
- Support for a minimum of 256 IEEE 802.1q VLANs
- Support for port, protocol, and MAC-based VLANs
- Support IEEE 802.1Q with at least 512 simultaneous Virtual Local Area Networks (VLANs)
- Support for 802.3ad link aggregation to scale bandwidth and protect against link failure
- Support for monitoring and troubleshooting of switch ports via port mirroring
- Capable of supporting snmpv2 and snmpv3
- Support for Secure Shell (SSH) and HTTPS for secure access to the management interface
- Support for Radius/TACACS authentication
- Support for full Cisco VOIP and SingleWire Bell\Clocks over IP environment
- Support InformaCast
- Support for full Apple device and Apple protocol environment
- Support for all District Aruba Access Points.
- Configure for single pane of glass management of the switching architecture, analytics, and security features.
- Support for conversion of routing on the District Cisco C6880-X-LE to the current Fortinet Firewall.

MINIMUM HARDWARE SPECIFICATIONS

The District is willing to accept proposals from alternative manufacturers as long as they meet or exceed the current district standard. Please see the section “Trade Names and Alternatives” in this RFP for further information.

Requested Hardware or Equivalent

District Office IDF/MDF

Category	Quantity	Description	Notes
IDF Equipment	10	48 Port Gbps, 10/100/1000BASE-T, POE +, with up to 30 watts per port, with redundant PSU, Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C2960X-48LPD-L	Fully managed, Layer 2/3 Switch
IDF Equipment	10	Multimode 10 Gbps SFP Modules	Fiber Uplinks
IDF Equipment	20	Multimode 1 Gbps SFP Modules	Fiber Uplinks
Configuration	10	Configure each switch to the same configuration as the current Cisco WS-C2960X-48LPD-L. Configure for single pane of glass management of the switching architecture, analytics, and security features.	

Labor	10	Install switch into IDF. Stack switches in accordance to IDF stacks. Ensure POE budget is adequate for IDF. Re-connect existing cabling.	
Test	10	Test and verify configuration	

District Office MDF

Category	Quantity	Description	Notes
MDF Equipment	1	At least 32 SFP+ interface supporting both 10 Gigabit Ethernet and 1 Gigabit Ethernet ports with redundant PSU. Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C4500X-24X-ES	Fully managed, Layer 3 Switch
MDF Equipment	2	At least 32 SFP+ interface supporting both 10 Gigabit Ethernet and 1 Gigabit Ethernet ports with redundant PSU. Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco C6880-X-LE with 32 ports	Fully managed, Layer 3 Switch
MDF Equipment	2	At least 48 x 1/10-Gbps SFP+ and 6 x 40-Gbps fixed QSFP+ ports with redundant PSU. This will replace a Cisco Nexus 9372PX-E Switch	Fully managed, Layer 3 Switch
MDF Equipment	60	Multimode 10 Gbps SFP Modules	Fiber Uplinks
MDF Equipment	20	Multimode 1 Gbps SFP Modules	Fiber Uplinks
MDF Equipment	20	1000BASE-T SFP to RJ45 Module	Copper
Configuration	1	Configure each switch to the same configuration as the current Cisco WS-C4500X-24X-ES. Configure for single pane of glass management of the switching architecture, analytics, and security features.	
Configuration	2	Configure each switch to the same configuration as the current Cisco C6880-X-LE. Configure for single pane of glass management of the switching architecture, analytics, and security features.	

Configuration	2	Configure each switch to the same configuration as the current Cisco Nexus 9372PX-E Switch. Configure for single pane of glass management of the switching architecture, analytics, and security features.	
Labor	3	Install switch into MDF. Stack switches in accordance to MDF stacks. Re-connect existing cabling.	
Test	3	Test and verify configuration	

Beatty IDF

Category	Quantity	Description	Notes
IDF Equipment	13	48 Port Gbps, 10/100/1000BASE-T, POE +, with up to 30 watts per port, with redundant PSU, Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C2960X-48LPD-L	Fully managed, Layer 2/3 Switch
IDF Equipment	13	Multimode 10 Gbps SFP Modules	Fiber Uplinks
IDF Equipment	22	Multimode 1 Gbps SFP Modules	Fiber Uplinks
Configuration	13	Configure each switch to the same configuration as the current Cisco WS-C2960X-48LPD-L. Configure for single pane of glass management of the switching architecture, analytics, and security features.	
Labor	13	Install switch into IDF. Stack switches in accordance to IDF stacks. Ensure POE budget is adequate for IDF. Re-connect existing cabling.	
Test	13	Test and verify configuration	

Beatty MDF

Category	Quantity	Description	Notes
MDF Equipment	4	48 Port Gbps, 10/100/1000BASE-T, POE +, with up to 30 watts per port, with redundant PSU, Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C2960X-48LPD-L	Fully managed, Layer 2/3 Switch
MDF Equipment	1	At least 32 SFP+ interface supporting both 10 Gigabit Ethernet and 1 Gigabit Ethernet ports, with redundant PSU. Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C4500X-24X-ES	Fully managed, Layer 3 Switch
MDF Equipment	1	At least 32 SFP+ interface supporting both 10 Gigabit Ethernet and 1 Gigabit Ethernet ports with redundant PSU. Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco C6880-X-LE with 32 ports	Fully managed, Layer 3 Switch
MDF Equipment	40	Multimode 10 Gbps SFP Modules	Fiber Uplinks
MDF Equipment	20	Multimode 1 Gbps SFP Modules	Fiber Uplinks
MDF Equipment	20	1000BASE-T SFP to RJ45 Module	Copper
Configuration	4	Configure each switch to the same configuration as the current Cisco WS-C2960X-48LPD-L. Configure for single pane of glass management of the switching architecture, analytics, and security features.	
Configuration	1	Configure each switch to the same configuration as the current Cisco WS-C4500X-24X-ES. Configure for single pane of glass management of the switching architecture, analytics, and security features.	

Configuration	1	Configure each switch to the same configuration as the current Cisco C6880-X-LE. Configure for single pane of glass management of the switching architecture, analytics, and security features.	
Labor	6	Install switch into MDF. Stack switches in accordance to MDF stacks. Re-connect existing cabling.	
Test	6	Test and verify configuration	

Buena Park MS IDF

Category	Quantity	Description	Notes
IDF Equipment	21	48 Port Gbps, 10/100/1000BASE-T, POE +, with up to 30 watts per port, with redundant PSU, Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C2960X-48LPD-L	Fully managed, Layer 2/3 Switch
IDF Equipment	21	Multimode 10 Gbps SFP Modules	Fiber Uplinks
IDF Equipment	40	Multimode 1 Gbps SFP Modules	Fiber Uplinks
Configuration	21	Configure each switch to the same configuration as the current Cisco WS-C2960X-48LPD-L. Configure for single pane of glass management of the switching architecture, analytics, and security features.	
Labor	21	Install switch into IDF. Stack switches in accordance to IDF stacks. Ensure POE budget is adequate for IDF. Re-connect existing cabling.	
Test	21	Test and verify configuration	

Buena Park MS MDF

Category	Quantity	Description	Notes
MDF Equipment	3	48 Port Gbps, 10/100/1000BASE-T, POE +, with up to 30 watts per port, with redundant PSU, Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C2960X-48LPD-L	Fully managed, Layer 2/3 Switch
MDF Equipment	1	At least 32 SFP+ interface supporting both 10 Gigabit Ethernet and 1 Gigabit Ethernet ports, with redundant PSU. Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C4500X-24X-ES	Fully managed, Layer 3 Switch
MDF Equipment	20	Multimode 10 Gbps SFP Modules	Fiber Uplinks
MDF Equipment	20	Multimode 1 Gbps SFP Modules	Fiber Uplinks
MDF Equipment	20	1000BASE-T SFP to RJ45 Module	Copper
Configuration	3	Configure each switch to the same configuration as the current Cisco WS-C2960X-48LPD-L. Configure for single pane of glass management of the switching architecture, analytics, and security features.	
Configuration	1	Configure each switch to the same configuration as the current Cisco WS-C4500X-24X-ES. Configure for single pane of glass management of the switching architecture, analytics, and security features.	
Labor	4	Install switch into MDF. Stack switches in accordance to MDF stacks. Re-connect existing cabling.	
Test	4	Test and verify configuration	

Corey IDF

Category	Quantity	Description	Notes
IDF Equipment	9	48 Port Gbps, 10/100/1000BASE-T, POE +, with up to 30 watts per port, with redundant PSU, Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C2960X-48LPD-L	Fully managed, Layer 2/3 Switch
IDF Equipment	9	Multimode 10 Gbps SFP Modules	Fiber Uplinks
IDF Equipment	10	Multimode 1 Gbps SFP Modules	Fiber Uplinks
Configuration	9	Configure each switch to the same configuration as the current Cisco WS-C2960X-48LPD-L. Configure for single pane of glass management of the switching architecture, analytics, and security features.	
Labor	9	Install switch into IDF. Stack switches in accordance to IDF stacks. Ensure POE budget is adequate for IDF. Re-connect existing cabling.	
Test	9	Test and verify configuration	

Corey MDF

Category	Quantity	Description	Notes
MDF Equipment	3	48 Port Gbps, 10/100/1000BASE-T, POE +, with up to 30 watts per port, with redundant PSU, Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C2960X-48LPD-L	Fully managed, Layer 2/3 Switch
MDF Equipment	1	At least 32 SFP+ interface supporting both 10 Gigabit Ethernet and 1 Gigabit Ethernet ports, with redundant PSU. Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C4500X-24X-ES	Fully managed, Layer 3 Switch
MDF Equipment	20	Multimode 10 Gbps SFP Modules	Fiber Uplinks
MDF Equipment	20	Multimode 1 Gbps SFP Modules	Fiber Uplinks

MDF Equipment	20	1000BASE-T SFP to RJ45 Module	Copper
Configuration	3	Configure each switch to the same configuration as the current Cisco WS-C2960X-48LPD-L. Configure for single pane of glass management of the switching architecture, analytics, and security features.	
Configuration	1	Configure each switch to the same configuration as the current Cisco WS-C4500X-24X-ES. Configure for single pane of glass management of the switching architecture, analytics, and security features.	
Labor	4	Install switch into MDF. Stack switches in accordance to MDF stacks. Re-connect existing cabling.	
Test	4	Test and verify configuration	

Emery IDF

Category	Quantity	Description	Notes
IDF Equipment	14	48 Port Gbps, 10/100/1000BASE-T, POE +, with up to 30 watts per port, with redundant PSU, Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C2960X-48LPD-L	Fully managed, Layer 2/3 Switch
IDF Equipment	14	Multimode 10 Gbps SFP Modules	Fiber Uplinks
IDF Equipment	14	Multimode 1 Gbps SFP Modules	Fiber Uplinks
Configuration	14	Configure each switch to the same configuration as the current Cisco WS-C2960X-48LPD-L. Configure for single pane of glass management of the switching architecture, analytics, and security features.	
Labor	14	Install switch into IDF. Stack switches in accordance to IDF stacks. Ensure POE budget is adequate for IDF. Re-connect existing cabling.	
Test	14	Test and verify configuration	

Emery MDF

Category	Quantity	Description	Notes
MDF Equipment	3	48 Port Gbps, 10/100/1000BASE-T, POE +, with up to 30 watts per port, with redundant PSU, Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C2960X-48LPD-L	Fully managed, Layer 2/3 Switch
MDF Equipment	1	At least 32 SFP+ interface supporting both 10 Gigabit Ethernet and 1 Gigabit Ethernet ports, with redundant PSU. Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C4500X-24X-ES	Fully managed, Layer 3 Switch
MDF Equipment	20	Multimode 10 Gbps SFP Modules	Fiber Uplinks
MDF Equipment	20	Multimode 1 Gbps SFP Modules	Fiber Uplinks
MDF Equipment	20	1000BASE-T SFP to RJ45 Module	Copper
Configuration	3	Configure each switch to the same configuration as the current Cisco WS-C2960X-48LPD-L. Configure for single pane of glass management of the switching architecture, analytics, and security features.	
Configuration	1	Configure each switch to the same configuration as the current Cisco WS-C4500X-24X-ES. Configure for single pane of glass management of the switching architecture, analytics, and security features.	
Labor	4	Install switch into MDF. Stack switches in accordance to MDF stacks. Re-connect existing cabling.	
Test	4	Test and verify configuration	

Gilbert IDF

Category	Quantity	Description	Notes
IDF Equipment	14	48 Port Gbps, 10/100/1000BASE-T, POE +, with up to 30 watts per port, with redundant PSU, Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C2960X-48LPD-L	Fully managed, Layer 2/3 Switch
IDF Equipment	14	Multimode 10 Gbps SFP Modules	Fiber Uplinks
IDF Equipment	14	Multimode 1 Gbps SFP Modules	Fiber Uplinks
Configuration	14	Configure each switch to the same configuration as the current Cisco WS-C2960X-48LPD-L. Configure for single pane of glass management of the switching architecture, analytics, and security features.	
Labor	14	Install switch into IDF. Stack switches in accordance to IDF stacks. Ensure POE budget is adequate for IDF. Re-connect existing cabling.	
Test	14	Test and verify configuration	

Gilbert MDF

Category	Quantity	Description	Notes
MDF Equipment	3	48 Port Gbps, 10/100/1000BASE-T, POE +, with up to 30 watts per port, with redundant PSU, Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C2960X-48LPD-L	Fully managed, Layer 2/3 Switch
MDF Equipment	1	At least 32 SFP+ interface supporting both 10 Gigabit Ethernet and 1 Gigabit Ethernet ports, with redundant PSU. Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C4500X-24X-ES	Fully managed, Layer 3 Switch
MDF Equipment	20	Multimode 10 Gbps SFP Modules	Fiber Uplinks

MDF Equipment	20	Multimode 1 Gbps SFP Modules	Fiber Uplinks
MDF Equipment	20	1000BASE-T SFP to RJ45 Module	Copper
Configuration	3	Configure each switch to the same configuration as the current Cisco WS-C2960X-48LPD-L. Configure for single pane of glass management of the switching architecture, analytics, and security features.	
Configuration	1	Configure each switch to the same configuration as the current Cisco WS-C4500X-24X-ES. Configure for single pane of glass management of the switching architecture, analytics, and security features.	
Labor	4	Install switch into MDF. Stack switches in accordance to MDF stacks. Re-connect existing cabling.	
Test	4	Test and verify configuration	

Pendleton IDF

Category	Quantity	Description	Notes
IDF Equipment	9	48 Port Gbps, 10/100/1000BASE-T, POE +, with up to 30 watts per port, with redundant PSU, Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C2960X-48LPD-L	Fully managed, Layer 2/3 Switch
IDF Equipment	9	Multimode 10 Gbps SFP Modules	Fiber Uplinks
IDF Equipment	9	Multimode 1 Gbps SFP Modules	Fiber Uplinks
Configuration	9	Configure each switch to the same configuration as the current Cisco WS-C2960X-48LPD-L. Configure for single pane of glass management of the switching architecture, analytics, and security features.	

Labor	9	Install switch into IDF. Stack switches in accordance to IDF stacks. Ensure POE budget is adequate for IDF. Re-connect existing cabling.	
Test	9	Test and verify configuration	

Pendleton MDF

Category	Quantity	Description	Notes
MDF Equipment	3	48 Port Gbps, 10/100/1000BASE-T, POE +, with up to 30 watts per port, with redundant PSU, Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C2960X-48LPD-L	Fully managed, Layer 2/3 Switch
MDF Equipment	1	At least 32 SFP+ interface supporting both 10 Gigabit Ethernet and 1 Gigabit Ethernet ports, with redundant PSU. Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C4500X-24X-ES	Fully managed, Layer 3 Switch
MDF Equipment	20	Multimode 10 Gbps SFP Modules	Fiber Uplinks
MDF Equipment	20	Multimode 1 Gbps SFP Modules	Fiber Uplinks
MDF Equipment	20	1000BASE-T SFP to RJ45 Module	Copper
Configuration	3	Configure each switch to the same configuration as the current Cisco WS-C2960X-48LPD-L. Configure for single pane of glass management of the switching architecture, analytics, and security features.	
Configuration	1	Configure each switch to the same configuration as the current Cisco WS-C4500X-24X-ES. Configure for single pane of glass management of the switching architecture, analytics, and security features.	
Labor	4	Install switch into MDF. Stack switches in accordance to MDF stacks. Re-connect existing cabling.	
Test	4	Test and verify configuration	

Whitaker IDF

Category	Quantity	Description	Notes
IDF Equipment	15	48 Port Gbps, 10/100/1000BASE-T, POE +, with up to 30 watts per port, with redundant PSU, Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C2960X-48LPD-L	Fully managed, Layer 2/3 Switch
IDF Equipment	15	Multimode 10 Gbps SFP Modules	Fiber Uplinks
IDF Equipment	15	Multimode 1 Gbps SFP Modules	Fiber Uplinks
Configuration	15	Configure each switch to the same configuration as the current Cisco WS-C2960X-48LPD-L. Configure for single pane of glass management of the switching architecture, analytics, and security features.	
Labor	15	Install switch into IDF. Stack switches in accordance to IDF stacks. Ensure POE budget is adequate for IDF. Re-connect existing cabling.	
Test	15	Test and verify configuration	

Whitaker MDF

Category	Quantity	Description	Notes
MDF Equipment	3	48 Port Gbps, 10/100/1000BASE-T, POE +, with up to 30 watts per port, with redundant PSU, Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C2960X-48LPD-L	Fully managed, Layer 2/3 Switch
MDF Equipment	1	At least 32 SFP+ interface supporting both 10 Gigabit Ethernet and 1 Gigabit Ethernet ports, with redundant PSU. Layer 2/Layer 3 Switches with at least 4 available SFP Ports. This will replace a Cisco WS-C4500X-24X-ES	Fully managed, Layer 3 Switch
MDF Equipment	20	Multimode 10 Gbps SFP Modules	Fiber Uplinks
MDF Equipment	20	Multimode 1 Gbps SFP Modules	Fiber Uplinks

MDF Equipment	20	1000BASE-T SFP to RJ45 Module	Copper
Configuration	3	Configure each switch to the same configuration as the current Cisco WS-C2960X-48LPD-L. Configure for single pane of glass management of the switching architecture, analytics, and security features.	
Configuration	1	Configure each switch to the same configuration as the current Cisco WS-C4500X-24X-ES. Configure for single pane of glass management of the switching architecture, analytics, and security features.	
Labor	4	Install switch into MDF. Stack switches in accordance to MDF stacks. Re-connect existing cabling.	
Test	4	Test and verify configuration	

Requested Hardware or Equivalent by Site Entity #:

Entity #	School Name	School Address	IDF\MDF Switches-replacing C2960X	MDF Switch-replacing C4500X	CORE Switch-replacing C6880 or N9K-C9372PX
101629	BEATTY MIDDLE SCHOOL	8201 COUNTRY CLUB DR, BUENA PARK, CA 90621	17	1	1
101612	BUENA PARK MIDDLE SCHOOL	6931 ORANGETHORPEAVE, BUENA PARK, CA 90620	24	1	0
101613	COREY ELEMENTARY SCHOOL	7351 HOLDER ST, BUENA PARK, CA 90620	12	1	0
101628	EMERY ELEMENTARY SCHOOL	8600 SOMERSET ST, BUENA PARK, CA 90621	17	1	0
101630	GILBERT ELEMENTARY SCHOOL	7255 8TH ST, BUENA PARK, CA 90621	17	1	0
101634	PENDLETON ELEMENTARY SCHOOL	7101 STANTON AVE, BUENA PARK, CA 90621	12	1	0
101632	WHITAKER ELEMENTARY SCHOOL	8401 MONTANA AVE, BUENA PARK, CA 90621	18	1	0
16084777	BUENA PARK SCHOOL DISTRICT OFFICE	6885 ORANGETHROPE AVE, BUENA PARK, CA 90620	10	1	4
		Total Switches	127	8	5

Please refer to Attachment "A" for Current Switch Information, Attachment "B" for site locations, and Attachment "C" for Data Maps.

ADDITIONAL SERVICE REQUIREMENTS

The District reserves the right to amend the agreement or enter a new agreement for additional items.

If the District reserves the right to add newly purchased equipment will be added to the maintenance service as their warranty periods expire and will be maintained at the pro-rated annual price listed herein.

STAFFING REQUIREMENTS

The successful Vendor(s) must hold valid manufacturer's certifications appropriate to the scope of work.

INSPECTION OF SITES

It shall be the responsibility of the successful Vendor(s) to inspect the work site along with a District assigned representative. The Vendor shall arrange to examine each site and become thoroughly familiar with all existing conditions within the scope of the work prior to the commencement of work.

RESPONSE REQUIREMENT

One hundred percent parts, materials, labor, time, travel, installation, preventative maintenance, and repair maintenance with a twenty-four (24) hour response time (next business day) between the hours of 7:00 am to 5:00 pm. A 24-hour maximum limit to bring the system to District acceptable functionality is required, full repairs to be completed as soon as possible, and in agreement with the District authorized personnel, with 24 hour repair time for all critical components, Monday through Friday, excluding holidays, at various and simultaneous BPSD sites. On a case-by-case basis, other times and days may be agreed to by the District and Vendor in writing.

REPAIR REQUIREMENT

Twenty-four-hour maximum repair time for all components, Monday through Friday, excluding holidays, at various and simultaneous District sites is the SLA goal. On a case-by-case basis, other times and days may be agreed to by the District and Vendor in writing. The Vendor shall provide and remove loaner equipment at no additional cost to the District if above maximum time frames cannot be met.

NON-COMPLIANCE

Penalty for non-compliance of Response or Repair Requirement is \$500 a day plus any incurred expenses by the District.

SOFTWARE UPDATES

Most current available software updates and patches for items covered under this maintenance agreement shall be provided and installed for the District throughout the term of the contract.

MAINTENANCE PROTOCOL

At the time notification from the District is given to the Vendor indicating that maintenance is required, the Vendor will advise the District when the Vendor will visit the site by stating a date and approximate time for the site visit. Accurate call records shall be maintained and provided to the District upon request, showing names of the Vendor personnel contacted for all service calls. The 24-hour response time starts when the authorized District representative contacts the Vendor to place a service request. The Vendor will visit the site to determine the problem and then contact the District to advise of findings, solution and expected time requirement for completion of the repair. The Vendor will also immediately advise the District of any changes or delays in the maintenance work needed. In addition, the Vendor will contact the District to advise when the job has been successfully completed. The Vendor is not permitted to take District property without first

notifying the District and reporting asset information to the designated district contact. The District reserves the right to receive a pro-rated credit for the unused portion of the annual maintenance amount should the equipment be removed from District use, unless replaced with like or upgraded item. There shall not be any penalty or additional charge for the discontinuation of the service.

REPORTS

The Vendor shall maintain and provide an electronic copy and two (2) hard copies of repair reports to the District on a quarterly basis, reports shall be in Excel format. The report shall contain the following minimum information: site, make, model, asset tag serial number, district number of equipment, date of requested repair, date of completion of repair, and a statement of what was repaired. At the end job, the vendor shall provide an updated "AS BUILD" drawing documenting the network inventory for each school including moves, additions or changes using Visio or other agreed upon software.

LIMIT OF SERVICE

The District may place an unlimited number of service requests. The prompt response from the vendor will not add any additional fees will be charged other than the fees outlined in the vendor's proposal.

EXCLUSIONS OF SERVICE

The District excludes from the Vendor(s) coverage of this maintenance agreement any repairs that are caused by misuse, or failure to follow the manufacturer's operation instructions, theft, vandalism, riot, strike, criminal acts, power failure, fire, water, and other perils, acts of war, lightning, air conditioning or humidity control failure, shock, corrosive atmosphere, electrical damage, accident, normal wear and tear of disposable items, work performed by persons other than Vendor(s) personnel without Vendor authorization, or without Vendor supervision, and products not covered under this agreement.

MANUALS

Vendor(s) shall furnish, at no charge to the District, one copy of all operating manuals for every new piece of equipment installed as a result of maintenance item replacement.

WARRANTY

Vendor(s) must warranty all products and service against defect in workmanship for at least 90 days or the manufacturer warranty, whichever is greater. Warranty must be inclusive for all quote items, including but not limited to, equipment, software, workmanship, labor, installation, parts, time, travel, and freight.

TECHNICAL SUPPORT

Vendor(s) are to provide information on their technical support. Location, hours, phone number, and key contact names are to be provided.

MAINTENANCE PRICING PROPOSAL

Quantities shown are estimates only. The District reserves the right to order more, less or none of the quantities/items indicated. Vendor(s) should insert an annual unit cost for maintenance coverage for the items shown below: (INCLUDE CALIFORNIA SALES TAX AND ALL COSTS INCIDENTAL TO THIS CONTRACT IN THE ANNUAL UNIT MAINTENANCE COST.) The cost for each component shall include network restoration, cabling infrastructure services and proactive maintenance.

NETWORK RESTORATION SERVICES

The District desires the support and restoration of Network (data and voice) down problems caused by E-rate eligible equipment.

Additionally, the Vendor(s) will provide preventative services including:

- Repair and upkeep of eligible hardware
- Basic Technical support
- Configuration changes
- Maintenance report
- Software upgrades and patch application

MAINTENANCE SERVICES BILLING

All work performed will be for E-Rate eligible items. Any work on ineligible items or services must be authorized by the District.

E-rate Invoicing: Prior to commencing work, the District will provide:

1. Fully signed contract signature sheet
2. Purchase order in the amount that the E-rate program is not funding (e.g. non-discounted portion of the eligible costs plus the non-eligible costs)
3. Copy of the USAC's Funding Commitment Decision letter

As a service to the District, the Vendor(s) will perform dual billing per E- rate terms and conditions. First, the Vendor(s) will invoice the District monthly, as work is completed, for the 'non-discounted' portion of the ELIGIBLE items and any non-eligible items. Secondly, under separate invoice, VENDOR will invoice the SLD for the remaining discounted portion of the ELIGIBLE items.

It shall be the responsible of the Vendor(s) to maintaining detailed logs of work performed, the equipment involved, and the location of said equipment. This information must be provided to the district.

Proposal Form

TO: Buena Park School District, acting by and through its Governing Board, herein called the District:

1. Contractors may proposal on one, two or all combinations both listed below.
2. Pursuant to and in compliance with the Notice to Contractors Calling for Proposals and the all other documents relating thereto, the undersigned vendor, having familiarized him/herself with the terms of the contract, local conditions affecting the performance of the contract, the cost of the work, the place where the work is to be performed, and with the drawings, specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the work described in the contract, including all component parts, and everything required to be performed, and to provide and furnish any and all labor, materials, tools, expendable equipment and complete in a workmanlike manner all of the work required in connection with this proposal, all in strict accordance with the drawings and specification and other contract documents, including addenda, if any, on file at the office of the Director of Facilities Contracts and Purchasing Services of said District, for the sum of upon submission of any invoices.
3. It is understood that the DISTRICT reserves the right to reject this proposal and that this proposal shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Proposals.
4. The required proposal security is attached hereto.
5. It is understood and agreed that if written notice of the acceptance of this proposal is mailed, telegraphed, or delivered to the undersigned after the opening of the proposal, and within the time this proposal is required to remain open, or at any time thereafter before this proposal is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the proposal as accepted, and that he will also furnish and deliver to the District three copies each of the Performance Bond and Labor and Material Bond as specified, all within three (3) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned vendor, if awarded the contract on the date to be stated in the District's Notice to Contractor to Proceed, and shall be completed by the Contractor in the time specified in the contract documents.
6. All notices or other correspondence should be addressed to the undersigned at the address stated below.
7. The names of all persons interested in the foregoing proposal as principals are as follows:

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

8. The undersigned is licensed in accordance with the act providing for the registration of contractors, License No.
-

9. In the event the vendor to whom Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the agreement form within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the District may declare the Vendor's proposal deposit or bond forfeited as damages.

10. Pursuant to Section 4552 of the Government Code, in submitting a proposal to the District, the vendor offers and agrees that if the proposal is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under Cartwright Act (Chapter 2 {commencing with Section 16700} of Part 2 of Division 7 of Business and Profession Code), arising from purchase of goods, materials, or services by the vendor for sale to the purchasing body pursuant to the proposal.

Such assignment shall be made and become effective at the time the purchasing tender's final payment to the vendor.

Signature Authorization and Nature of Vendors Firm.

The undersigned certifies that he is authorized to sign this proposal on behalf of the firm or company submitting the proposal.

Nature of Company _____

Name of Vendor _____

Signature of Vendor _____

Agreement

This AGREEMENT made and entered into this day of _____, 2019 by and between BUENA PARK SCHOOL DISTRICT, hereinafter referred to as DISTRICT, of Orange County, California, and _____ hereinafter referred to as VENDOR.

WITNESSETH that the DISTRICT and VENDOR, for the consideration hereinafter named, mutually agree as follows:

1. **SCOPE** The VENDOR shall perform, within the time stipulated, the contract herein defined and shall provide all labor, materials, tools, and transportation to complete all work required in connection with the project. It is the duty of the VENDOR to complete the work in exact accordance with the approved plans, specifications and other contract documents.
2. **TIME FOR COMPLETION** The work will start for this project no later than five (5) calendar days after the date of the Notice to Proceed is issued by DISTRICT and necessary Bond documents issued by VENDOR in favor of DISTRICT are complete all not later than one hundred thirty-five (135) calendar days after the date of the Notice to Proceed.
3. **CONTRACT PRICE** The District shall pay to the Vendor as full consideration for the faithful performance of the contract, subject to any additions or deduction as provided in the contract documents, the sum of _____ dollars (\$xx.00), said sum being the initial amount of the contract Through July, 2020.
4. **COMPONENT PARTS OF THE CONTRACT** The Contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto: Notice to Vendors Calling For Proposals, Proposal Overview, Schedule of Important Dates, Instructions to Vendors, Supplemental Instructions to Vendors, Specifications, List of Required Submittals, Proposal Form, Agreement, List of Deviations, and No collusion Affidavit.

Work required by one document and not by another should be done as if required by all.

5. **RULES AND REGULATIONS** The Vendor agrees to comply with and observe all provisions of the code sections referred to in the contract documents and any other rules and regulations generally applicable to this type of work.
6. **HOLD HARMLESS** The Vendor shall hold harmless and indemnify the District, its Governing Board, its Officers, and Employees from every claim or demand which may be made by reason of: (a) Any injury to person or property sustained by the Vendor by any person, firm or corporation, employed directly or indirectly by him upon or in connection with his performance under the contract, however caused; (b) Any injury to person or property sustained by any person, firm or corporation, caused by an act, neglect, default, or omission of the Vendor or of any person, firm, or corporation, directly or indirectly employed by him upon or in connection with his performance under the contract; and ©> Any liability that may arise from the furnishing or use of any copyrighted or un· copyrighted composition, secret process or patented or unpatented invention, under this contract.

The Vendor at his expense and risk shall defend any legal proceeding that may be brought against the District or the Board on any such claim or demand, and satisfy any judgment that may be rendered against the District or the Board therein.

7. **ASSIGNMENTS OR SUBCONTRACTING** The VENDOR shall not assign, transfer, or subcontract any of its rights, burdens, duties, or obligations without the written consent of the District.
8. **INDEPENDENT CONTRACTOR** while engaged in carrying out and complying with the terms and conditions of the contract the Vendor is an independent VENDOR and not an officer, agent or employee of the District.

9. **TERMINATION** If Contractor, at any time during the period of this contract, fails to perform satisfactorily, or to furnish safe and adequate equipment or personnel, or otherwise fails to comply with its terms, the District may, upon seven days written notice, cancel the contract and procure services elsewhere.
If District at any time during the period of this contract, fails to perform satisfactorily or to remit payment of all proper invoices within a reasonable period of time, Vendor may, upon seven days written notice, cancel the contract in its entirety.
10. **FORCE MAJEURE** The Vendor shall be excused from performance hereunder during the time and to the extent that he is prevented from performing in the customary manner by act of God, fire, strike, loss of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the Government, when satisfactory evidence thereof is presented to the District.
11. **CONTRACTOR'S PERSONNEL** All personnel assigned to perform under this contract shall be subject to continuous approval of the District and by the Vendor.
12. **PAYMENT** On or about the first business day of each month the VENDOR shall submit invoices in the form and number required by the District for all services under this contract. Subject to acceptance and approval by the District, payment for such services will be made within a reasonable time thereafter, not to exceed thirty (30) days.
13. **PROVISIONS REQUIRED BY LAW** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

IN CONSIDERATION of the performance on the part of the Vendor of the terms of this Agreement, the District agrees to pay the Contractor the sums as indicated in Article 3 above, approved by the Board of Education.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above. Approved:

VENDOR

Buena Park School District

By

Authorized Signature

Title

Tax Payer I. D. # or SSN

Date _____, 20____

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY VENDOR AND SUBMITTED

(Public Contract Code Section 7106)

State of California)
) County of ___)

_____, being first duly sworn, deposes and says that he or she is _____ of

_____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the vendor has not directly or indirectly induced or solicited any other vendor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any vendor or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the vendor or any other vendor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other vendor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the vendor 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal. _____

Subscribed and sworn to (or affirmed) before me this ____ day of, 20_____.

[SEAL]

(Signature of Officer)

(Typed Name of Officer)

(Office)

(Signature)

(Notary Name)

(Typed Name & Title)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto **BUENA PARK UNIFIED SCHOOL DISTRICT** hereinafter the "Obligee", in the penal sum of _____ Dollars (\$ _____) of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Education has awarded to the Principal a Contract for the Work described as **[PROJECT]**.

WHEREAS, the Principal, has entered into a Contract with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents ("Contract"), the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract as said Contract may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract, including all modifications and amendments thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

In the event the Principal is declared by the Obligee to be in breach or default in the performance of the Contract, then, after written notice from the Obligee to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

If the Surety does not proceed to cure or remedy the Principal's default(s) of its performance of the Contract with reasonable promptness, the Surety shall be deemed to be in default on this Bond twenty-one (21) calendar days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.

Within twenty-one (21) calendar days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety selection to remedy the default(s) of the Principal promptly or to promptly arrange for performance of the Contract, time being of essence to this Bond. In arranging for such performance of the Contract, Surety shall not elect to contract with the Principal for the completion of the Work of the Project without the prior written consent of Obligee, which consent will not be unreasonably withheld. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective or incomplete work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Contract.

In the event the Surety shall fail to issue its Notice of Election to Obligee within the time provided for herein above, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any Work which increases the Contract Price.

The Surety, for value received, hereby consents, stipulates and agrees absolutely and unconditionally that no change, adjustment, alteration, deletion, addition or modification to the terms of the Contract or Contract Documents, including but not limited to Contract Time or Contract Price, or the Work to be performed thereunder, shall in any way release, limit, restrict, or otherwise affect the obligations of the Surety under this Bond. Surety waives notice of any change, adjustment, alteration, deletion, addition or modification to the terms of the Contract or the Contract Documents, including but not limited to the Contract Time or Contract Price, or the Work to be performed thereunder and agrees to automatically adjust the penal sum of this Bond to reflect any adjustments of the Contract Time or Contract Price which increase the Contract Price. The Surety unconditionally and absolutely waives its entitlement, if any, to the benefits of California Civil Code §2845 concerning any security held by the District. The Surety also agrees that it shall not be exonerated or released from the obligations of this Bond, either by total exoneration or pro tanto, by any overpayment or underpayment made by the Obligee under the Contract. The Surety agrees that none of the aforementioned changes adjustments, alterations, deletions, additions, modifications or actions shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such changes, adjustments; alterations, deletions, additions, modifications or actions.

Principal and Surety agree that if Obligee is required to engage the services of an attorney in connection with enforcement of this Bond, each shall pay Obligee's costs and reasonable attorney's fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained in this Bond survive Final Completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal, which survive Final Completion of the Work.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this ____ of _____, 20__ by their duly authorized agent or representative.

(Principal Corporate Seal)

(Principal Name)

By:

(Typed or Printed Name)

Title:

(Surety's Corporate Seal)

(Surety Name)

By:

(Signature of Attorney-in-Fact for Surety)

(Attached Attorney-in-Fact Certificate)

(Typed or Printed Name)

(_____)

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____ as Surety and _____, as Principal, are jointly and severally, along with our respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **BUENA PARK SCHOOL DISTRICT**, hereinafter the "Obligee," for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Proposal to the Obligee for the Work commonly described as the **[PROJECT]** and the Proposal must be accompanied by Proposal Security.

WHEREAS, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of ten **percent (10%)** of the maximum amount of the Proposal submitted by the Principal to the Obligee, as set forth above, inclusive of additive alternate proposal items, if any.

NOW THEREFORE, If the Principal shall not withdraw said Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Proposal; and If the Principal is awarded the Contract, and shall within the period specified therefor, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Proposal within the period specified for the holding open of the Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Proposals, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Proposals, the Work to be performed thereunder, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Proposals, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20____
by their duly authorized agents or representatives.

(Principal Corporate Seal)

(Principal Name)

By: _____

(Typed or Printed Name)

(Surety's Corporate Seal)

(Surety Name)

By: _____
(Signature of Attorney-in-Fact for Surety)

(Typed or Printed Name)

(Attach Attorney-in-Fact Certificate)

() _____
(Area Code and Telephone Number of Surety)

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries 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 Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving 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 contract(s) and/or E-rate funding approval is obtained, the District 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 District.

2) SERVICE PROVIDER REQUIREMENTS

The District 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 requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website:
<https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website:
<https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status 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 contract termination 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 can commence. At no time may the Service Provider invoice before July 1, 2022.

- 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 contract 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 SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- k. Services 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/>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid 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). 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/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. BIDDERS are required to comply with the FCC’s Lowest Corresponding Price (“LCP”) Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any

shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.

- e. 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/>.
- f. 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 contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2022 funding year (July 1, 2022). 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 2

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

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

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

However, NO INVOICING can take place 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 Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

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

6) FCC/SLD AUDITABILITY

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

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

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

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____

Attachment "A" Current Switch Equipment:

Site	IDF Location	Model	Serial #
District	MDF	C6880-X-LE	SAL1920ET5N
District	MDF	C6880-X-LE	SAL1920EYNS
District	MDF	N9K-C9372PX	SAL1922FP4Q
District	MDF	N9K-C9372PX	SAL1921FBU0
Beatty	MDF	C6880-X-LE	SAL1917DUX6
Beatty	MDF	WS-C2960X-48LPD-L	FOC1920Y3V2
District	MDF	WS-C4500X-24X-ES	JAE191802PU
District	MDF	WS-C2960X-48LPD-L	FOC1920Y3WR
District	MDF	WS-C2960X-48LPD-L	FCW1920B5QE
District	MDF	WS-C2960X-48LPD-L	FOC1920Y3V0
District	RO74	WS-C2960X-48LPD-L	FCW1920B5SN
District	RO51	WS-C2960X-48LPD-L	FCW1920B5RP
District	RO47	WS-C2960X-48LPD-L	FOC1920Y3YN
District	RO55	WS-C2960X-48LPD-L	FCW1920B5QP
District	RO61	WS-C2960X-48LPD-L	FCW1920B5TB
District	RO88	WS-C2960X-48LPD-L	FCW1920B5SX
Beatty	MDF	WS-C4500X-24X-ES	JAE191802MM
Beatty	MDF	WS-C2960X-48LPD-L	FOC1920Z017
Beatty	MDF	WS-C2960X-48LPD-L	FOC1920Z01G
Beatty	MDF	WS-C2960X-48LPD-L	FOC1920Z00B
Beatty	IDF01	WS-C2960X-48LPD-L	FCW1920B5QQ
Beatty	IDF02	WS-C2960X-48LPD-L	FCW1920B5Q6
Beatty	IDF03	WS-C2960X-48LPD-L	FOC1920Z01P
Beatty	IDF04	WS-C2960X-48LPD-L	FOC1920Z00V
Beatty	IDF05	WS-C2960X-48LPD-L	FOC1920Z02T
Beatty	IDF06	WS-C2960X-48LPD-L	FCW1920B5Q9
Beatty	IDF07	WS-C2960X-48LPD-L	FCW1920B5QK
Beatty	IDF08	WS-C2960X-48LPD-L	FCW1920B5QH
Beatty	IDF09	WS-C2960X-48LPD-L	FOC1920Z014
Beatty	IDF10	WS-C2960X-48LPD-L	FOC1920Z00Q
Beatty	IDF11	WS-C2960X-48LPD-L	FOC1920Z01H
Corey	MDF	WS-C4500X-24X-ES	JAE191802PR
Corey	MDF	WS-C2960X-48LPD-L	FCW1920B5RK
Corey	MDF	WS-C2960X-48LPD-L	FOC1920Y3UZ
Corey	MDF	WS-C2960X-48LPD-L	FOC1920Y3WD
Corey	IDF01	WS-C2960X-48LPD-L	FCW1920B5QL
Corey	IDF02	WS-C2960X-48LPD-L	FOC1920Y3UU
Corey	IDF03	WS-C2960X-48LPD-L	FOC1920Z02N
Corey	IDF04	WS-C2960X-48LPD-L	FCW1920B5SK
Corey	IDF05	WS-C2960X-48LPD-L	FOC1920W0Q4

Site	IDF Location	Model	Serial #
Corey	IDF06	WS-C2960X-48LPD-L	FOC1920Y3XR
Corey	IDF07	WS-C2960X-48LPD-L	FOC1920Y3TE
Corey	IDF08	WS-C2960X-48LPD-L	FOC1920Z022
Corey	IDF09	WS-C2960X-48LPD-L	FOC1920W0N9
Emery	MDF	WS-C4500X-24X-ES	JAE19170CXH
Emery	MDF	WS-C2960X-48LPD-L	FOC1920Y3XT
Emery	MDF	WS-C2960X-48LPD-L	FCW1920B5UA
Emery	MDF	WS-C2960X-48LPD-L	FCW1920B5Q8
Emery	IDF01	WS-C2960X-48LPD-L	FOC1920Y3XV
Emery	IDF02	WS-C2960X-48LPD-L	FOC1920Y3VQ
Emery	IDF03	WS-C2960X-48LPD-L	FCW1920B5TD
Emery	IDF04	WS-C2960X-48LPD-L	FOC1920Y3VD
Emery	IDF05	WS-C2960X-48LPD-L	FOC1920Y3XP
Emery	IDF06	WS-C2960X-48LPD-L	FCW1920B5T2
Emery	IDF07	WS-C2960X-48LPD-L	FOC1920Y3X3
Emery	IDF08	WS-C2960X-48LPD-L	FOC1920Y3Y1
Emery	IDF09	WS-C2960X-48LPD-L	FOC1920Y3UN
Emery	IDF10	WS-C2960X-48LPD-L	FOC1920W0PV
Emery	IDF11	WS-C2960X-48LPD-L	FOC1920W0NT
Emery	IDF11	WS-C2960X-48LPD-L	FOC1920W0Q3
Gilbert	MDF	WS-C4500X-24X-ES	JAE191307H6
Gilbert	MDF	WS-C2960X-48LPD-L	FOC1920Y3YJ
Gilbert	MDF	WS-C2960X-48LPD-L	FOC1920Y3X2
Gilbert	MDF	WS-C2960X-48LPD-L	FOC1920Y3V8
Gilbert	IDF01	WS-C2960X-48LPD-L	FCW1920B5RN
Gilbert	IDF02	WS-C2960X-48LPD-L	FCW1920B5T9
Gilbert	IDF03	WS-C2960X-48LPD-L	FCW1920B5R8
Gilbert	IDF04	WS-C2960X-48LPD-L	FOC1920Y3XL
Gilbert	IDF05	WS-C2960X-48LPD-L	FOC1920Y3WW
Gilbert	IDF06	WS-C2960X-48LPD-L	FOC1920Y3X1
Gilbert	IDF07	WS-C2960X-48LPD-L	FCW1920B5RX
Gilbert	IDF08	WS-C2960X-48LPD-L	FOC1920Y3WP
Gilbert	IDF09	WS-C2960X-48LPD-L	FCW1920B5VH
Gilbert	IDF10	WS-C2960X-48LPD-L	FCW1920B5SV
Gilbert	IDF11	WS-C2960X-48LPD-L	FOC1920W0PZ
Gilbert	IDF12	WS-C2960X-48LPD-L	FOC1920W0Q1
Pendleton	MDF	WS-C4500X-24X-ES	JAE191802QD
Pendleton	MDF	WS-C2960X-48LPD-L	FCW1920B5SS
Pendleton	MDF	WS-C2960X-48LPD-L	**Missing SN
Pendleton	MDF	WS-C2960X-48LPD-L	FCW1920B5RB
Pendleton	IDF01	WS-C2960X-48LPD-L	FCW1920B5RH
Pendleton	IDF02	WS-C2960X-48LPD-L	FOC1920Y3WZ

Site	IDF Location	Model	Serial #
Pendleton	IDF03	WS-C2960X-48LPD-L	FOC1920Y3W1
Pendleton	IDF03	WS-C2960X-48LPD-L	FOC1920W0Q0
Pendleton	IDF04	WS-C2960X-48LPD-L	FOC1920Y3X6
Pendleton	IDF05	WS-C2960X-48LPD-L	FOC1920Y3X4
Pendleton	IDF06	WS-C2960X-48LPD-L	FOC1920Y3UX
Pendleton	IDF07	WS-C2960X-48LPD-L	FOC1920Y3WS
Whitaker	MDF	WS-C4500X-24X-ES	JAE191802HH
Whitaker	MDF	WS-C2960X-48LPD-L	FCW1920B5QB
Whitaker	MDF	WS-C2960X-48LPD-L	FOC1920Y3YX
Whitaker	MDF	WS-C2960X-48LPD-L	FOC1920Y3XU
Whitaker	IDF01	WS-C2960X-48LPD-L	FOC1920Y3UW
Whitaker	IDF02	WS-C2960X-48LPD-L	FOC1920Y3Y8
Whitaker	IDF03	WS-C2960X-48LPD-L	FCW1920B5SL
Whitaker	IDF04	WS-C2960X-48LPD-L	FCW1920B5U4
Whitaker	IDF05	WS-C2960X-48LPD-L	FCW1920B5TJ
Whitaker	IDF06	WS-C2960X-48LPD-L	FCW1920B5TM
Whitaker	IDF07	WS-C2960X-48LPD-L	FCW1920B5UB
Whitaker	IDF08	WS-C2960X-48LPD-L	FCW1920B5Q4
Whitaker	IDF09	WS-C2960X-48LPD-L	FCW1920B5SP
Whitaker	IDF10	WS-C2960X-48LPD-L	FOC1920Y3VA
Whitaker	IDF11	WS-C2960X-48LPD-L	FOC1920Y3Z4
Whitaker	IDF12	WS-C2960X-48LPD-L	FCW1920B5QD
Whitaker	IDF13	WS-C2960X-48LPD-L	FOC1920Y3Y6
BPMS	MDF	WS-C4500X-24X-ES	JAE191802L0
BPMS	MDF	WS-C2960X-48LPD-L	FCW1920B5QN
BPMS	MDF	WS-C2960X-48LPD-L	FCW1920B5SJ
BPMS	MDF	WS-C2960X-48LPD-L	FOC1920Y3Y2
BPMS	IDF01	WS-C2960X-48LPD-L	FOC1920Y3U5
BPMS	IDF02	WS-C2960X-48LPD-L	FOC1920Y3NY
BPMS	IDF03	WS-C2960X-48LPD-L	FCW1920B5SB
BPMS	IDF04	WS-C2960X-48LPD-L	FOC1920Y3YB
BPMS	IDF05	WS-C2960X-48LPD-L	FOC1920Y3XZ
BPMS	IDF06	WS-C2960X-48LPD-L	FOC1920Y3Y5
BPMS	IDF07	WS-C2960X-48LPD-L	FOC1920Y3PB
BPMS	IDF08	WS-C2960X-48LPD-L	FOC1920Y3YA
BPMS	IDF09	WS-C2960X-48LPD-L	FOC1920Y3XH
BPMS	IDF10	WS-C2960X-48LPD-L	FOC1920Y3TS
BPMS	IDF11	WS-C2960X-48LPD-L	FCW1920B5SR
BPMS	IDF12	WS-C2960X-48LPD-L	FOC1920Y3WV
BPMS	IDF13	WS-C2960X-48LPD-L	FCW1920B5QG
BPMS	IDF14	WS-C2960X-48LPD-L	FOC1920Y3UQ
BPMS	IDF15	WS-C2960X-48LPD-L	FOC1920Y3WL

Site	IDF Location	Model	Serial #
BPMS	IDF16	WS-C2960X-48LPD-L	FOC1920W0P1
BPMS	IDF17	WS-C2960X-48LPD-L	FOC1920W0NX
BPMS	IDF18	WS-C2960X-48LPD-L	FOC1920W0PY
BPMS	IDF19	WS-C2960X-48LPD-L	FOC1920W0Q2
BPMS	IDF20	WS-C2960X-48LPD-L	FOC1920W0PH
BPMS	IDF21	WS-C2960X-48LPD-L	**Missing SN

Attachment “B” Equipment Locations:

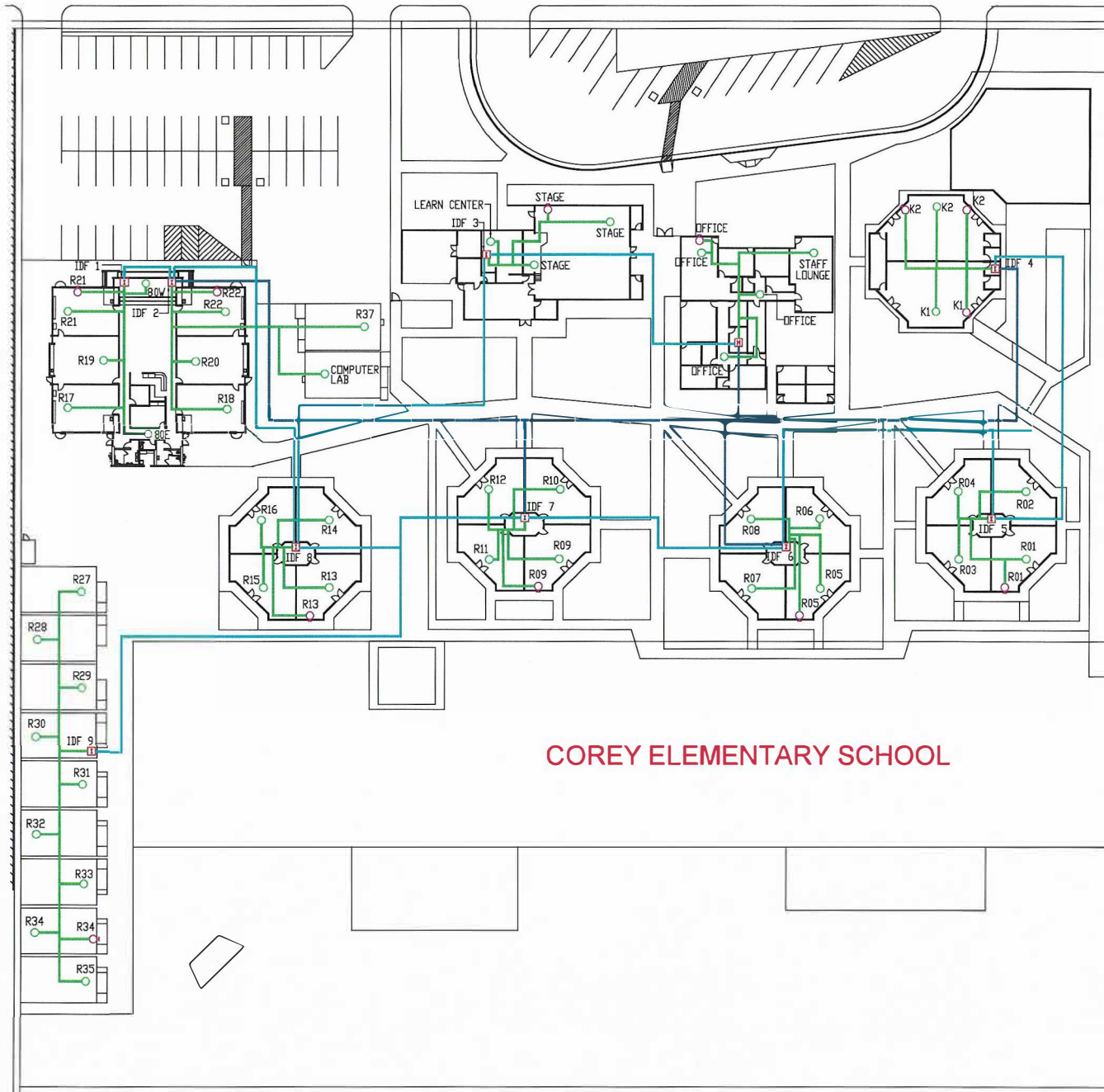
Entity #	School Name	School Address
101629	BEATTY MIDDLE SCHOOL	8201 COUNTRY CLUB DR, BUENA PARK, CA 90621
101612	BUENA PARK MIDDLE SCHOOL	6931 ORANGETHORPEAVE, BUENA PARK, CA 90620
101613	COREY ELEMENTARY SCHOOL	7351 HOLDER ST, BUENA PARK, CA 90620
101628	EMERY ELEMENTARY SCHOOL	8600 SOMERSET ST, BUENA PARK, CA 90621
101630	GILBERT ELEMENTARY SCHOOL	7255 8TH ST, BUENA PARK, CA 90621
101634	PENDLETON ELEMENTARY SCHOOL	7101 STANTON AVE, BUENA PARK, CA 90621
101632	WHITAKER ELEMENTARY SCHOOL	8401 MONTANA AVE, BUENA PARK, CA 90621
16084777	BUENA PARK SCHOOL DISTRICT OFFICE	6885 ORANGETHROPE AVE, BUENA PARK, CA 90620

Attachment C

MOHICAN STREET

NAVAJO STREET

HOLDER STREET



LEGEND

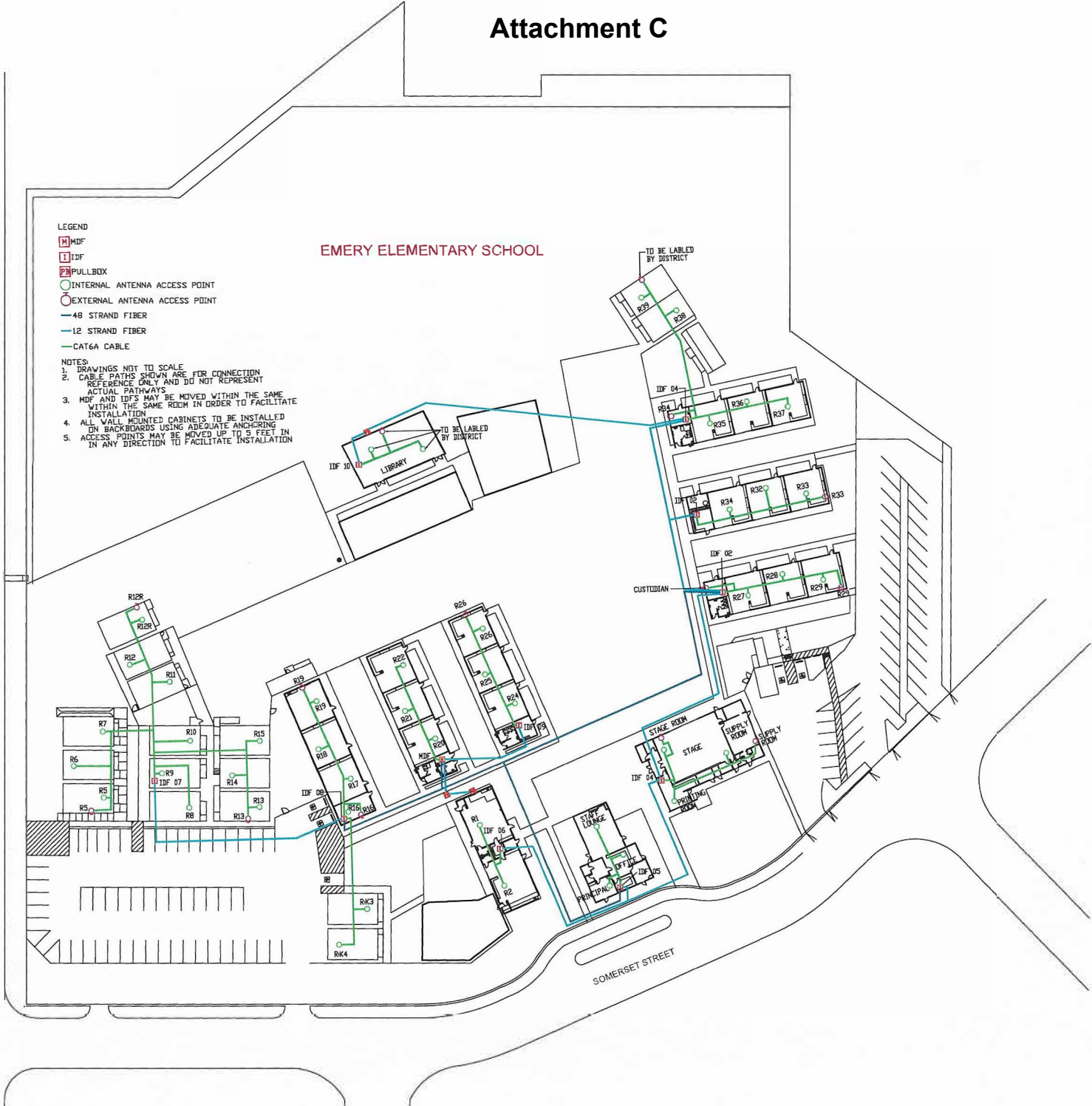
- M MDF
- I IDF
- PB PULL BOX
- INTERNAL ANTENNA ACCESS POINT
- EXTERNAL ANTENNA ACCESS POINT
- 48 STRAND FIBER
- 12 STRAND FIBER
- CAT6A CABLE

NOTES:

1. DRAWINGS NOT TO SCALE
2. CABLE PATHS SHOWN ARE FOR CONNECTION REFERENCE ONLY AND DO NOT REPRESENT ACTUAL PATHWAYS
3. MDF AND IDF'S MAY BE MOVED WITHIN THE SAME ROOM WITHIN THE SAME ROOM IN ORDER TO FACILITATE INSTALLATION
4. ALL WALL MOUNTED CABINETS TO BE INSTALLED ON BACKBOARDS USING ADEQUATE ANCHORING
5. ACCESS POINTS MAY BE MOVED UP TO 5 FEET IN ANY DIRECTION TO FACILITATE INSTALLATION

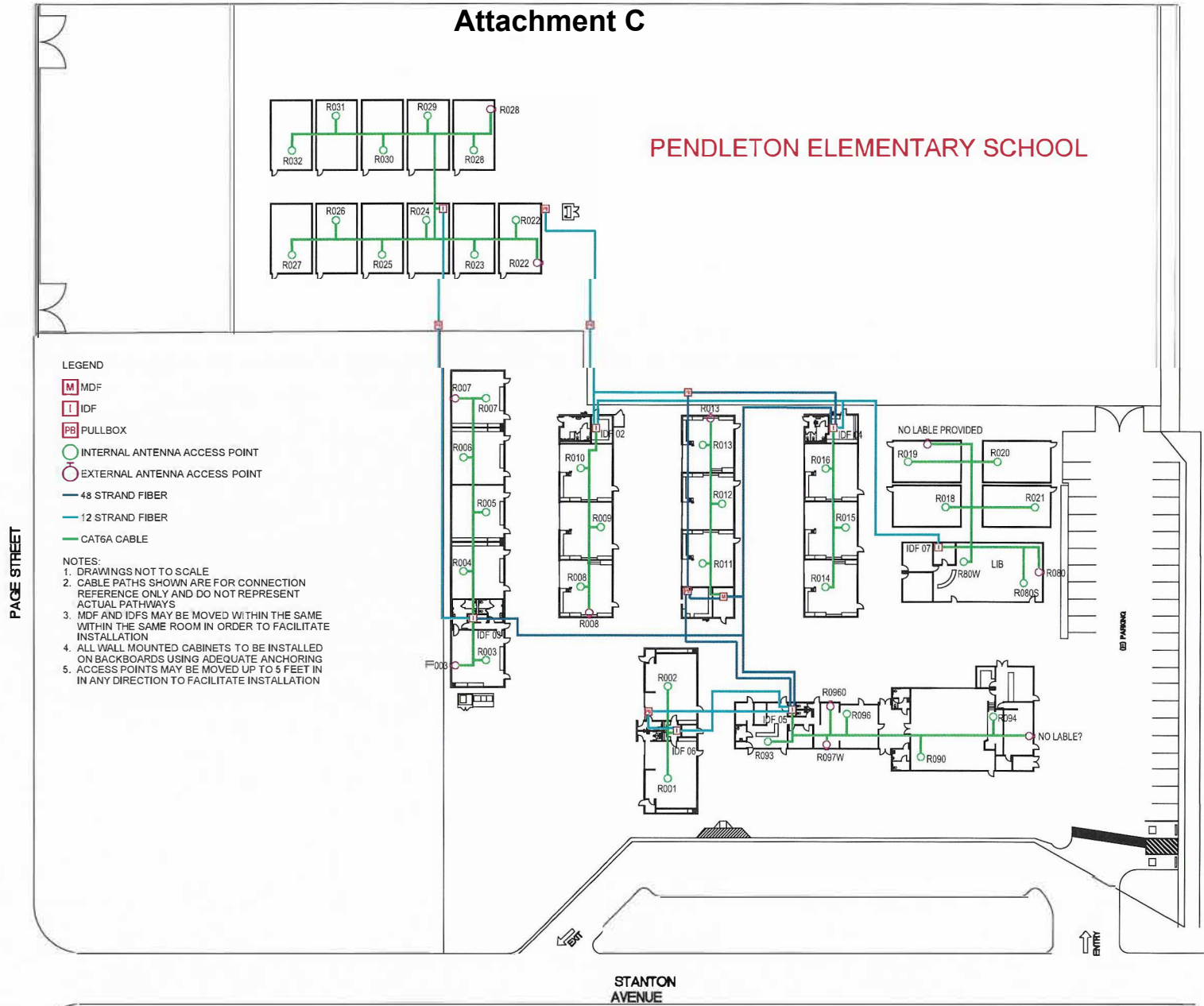
COREY ELEMENTARY SCHOOL

Attachment C



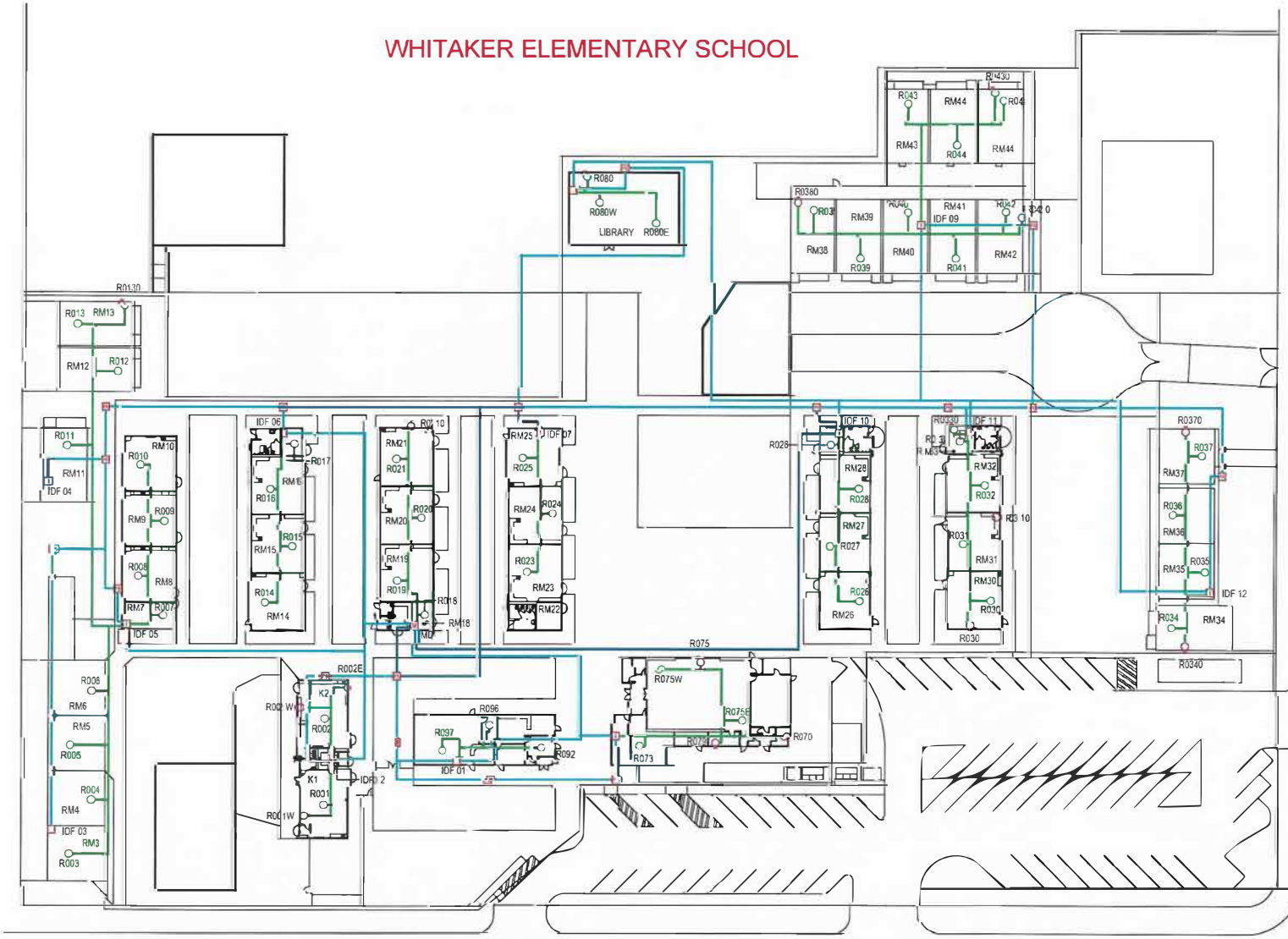
Attachment C

PENDLETON ELEMENTARY SCHOOL



Attachment C

WHITAKER ELEMENTARY SCHOOL



LEGEND

- M MDF
- I IDF
- PB PULLBOX
- INTERNAL ANTENNA ACCESS POINT
- EXTERNAL ANTENNA ACCESS POINT
- 48 STRAND FIBER
- 12 STRAND FIBER
- CAT6A CABLE

- NOTES:**
1. DRAWINGS NOT TO SCALE
 2. CABLE PATHS SHOWN ARE FOR CONNECTION REFERENCE ONLY AND DO NOT REPRESENT ACTUAL PATHWAYS
 3. MDF AND IDFS MAY BE MOVED WITHIN THE SAME ROOM IN ORDER TO FACILITATE INSTALLATION
 4. ALL WALL MOUNTED CABINETS TO BE INSTALLED ON BACKBOARDS USING ADEQUATE ANCHORING
 5. ACCESS POINTS MAY BE MOVED UP TO 5 FEET IN ANY DIRECTION TO FACILITATE INSTALLATION

DALE STREET

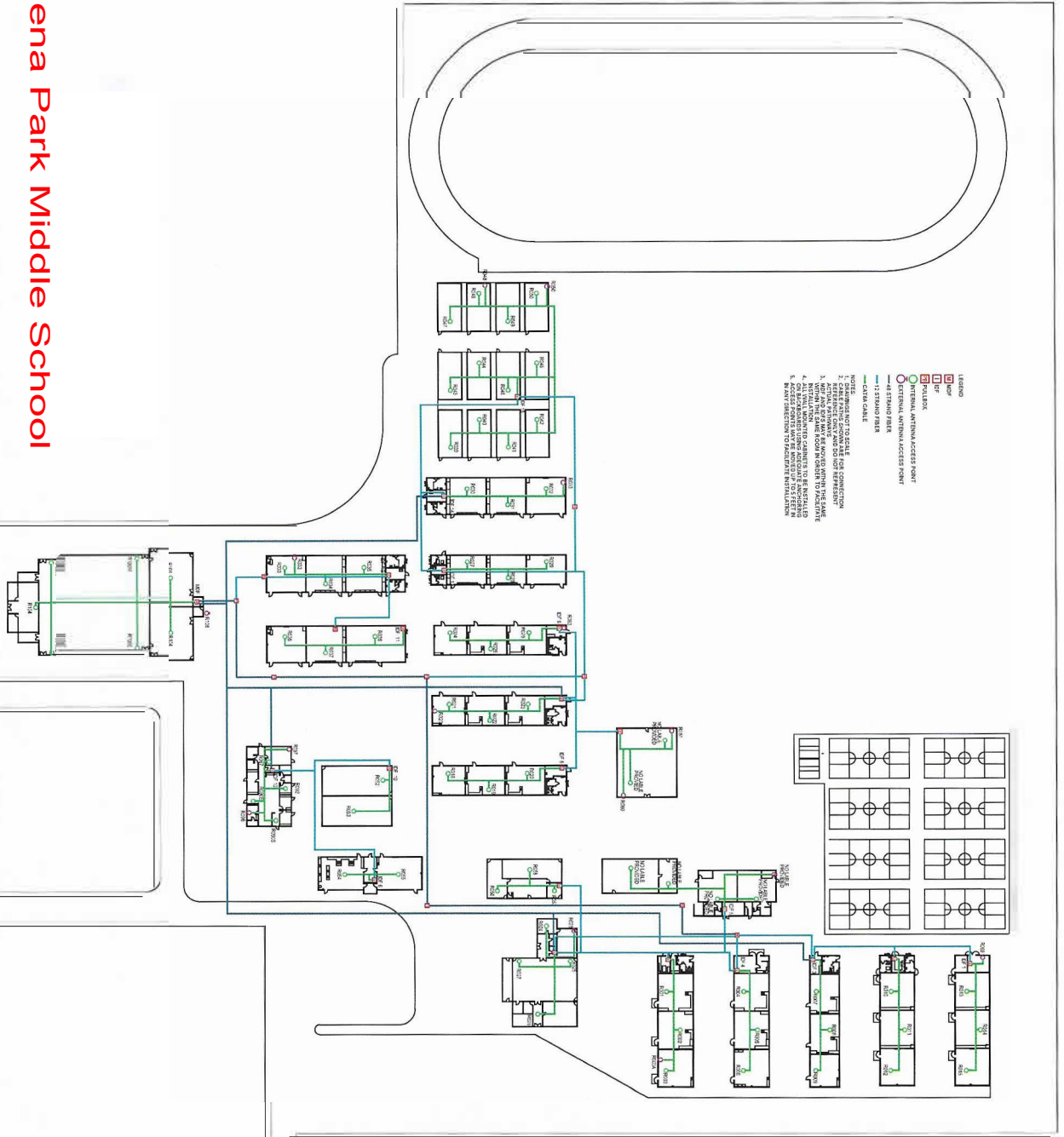
MONTANA STREET

Attachment C

Buena Park Middle School

ORANGETHORPE AVENUE

KNOTT AVENUE



Attachment C

LEGEND

- M MDF
- I IDF
- PB PULLBOX
- O INTERNAL ANTENNA ACCESS POINT
- O EXTERNAL ANTENNA ACCESS POINT
- 48 STRAND FIBER
- 12 STRAND FIBER
- CAT6A CABLE

NOTES

1. DRAWINGS NOT TO SCALE
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