



FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

520 Fifth Ave. Fairbanks, AK 99701 (907) 452-2000 (907) 451-4465 [fax]

PUBLIC NOTICE

SOLICITATION NO: ITB# 26-F0008

The Fairbanks North Star Borough School District will receive bids for:

E-Rate, Category Two (2) Internal Connection services and components (Funding Year 2026)

Sealed bids will be accepted until 4:00pm (Alaska time), on 2/06/2026.

A non-mandatory pre-bid conference will be held at 9:00am, 1/22/2026.

Additional information, and related bid documents may be requested in person, by phone (907) 452-2000 x11341, or by email to purchasing@k12northstar.org.

Questions concerning this procurement must be directed to the Purchasing Agent: Emily Proper



FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

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INVITATION TO BID (ITB)

Solicitation No: 26-F0008

Greetings:

You are invited to submit your bids for:

E-Rate, Category Two (2) Internal Connection services and components (Funding Year 2026)

Sealed bids will be accepted until 4:00pm (Alaska time), on 2/06/2026, at which time they shall be opened and publicly read aloud.

A non-mandatory pre-bid conference will be held at the FNSBSD Purchasing Office, (located at 520 Fifth Ave. Fairbanks, AK 99701), at 9:00am, 1/22/2026. To Join via Zoom, (Meeting ID: 829 4140 4176, Passcode: 603784); go to: <https://k12northstar-org.zoom.us/j/82941404176?pwd=b9Xldlayk6R4Yb4lsqe6HUSfOUIjyA.1>

Method of Award: LOT

This solicitation consists of the sections listed in the table of contents which will be incorporated into any resulting contract.

This is a formal solicitation; only SEALED bids will be accepted. The "RFP" Bid Form & Offer shall be completed and submitted in accordance with the instructions provided herein and signed by an officer authorized to bind the company.

Sincerely,

Emily Proper
Purchasing Agent

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SECTION I - INSTRUCTIONS TO BIDDERS

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1. **AUTHORITY**

This solicitation is issued pursuant to current Fairbanks North Star Borough School District Board (“FNSBSD”, “School District”, “District”, or “Buyer”) Policy and Administrative Regulations.

2. **BACKGROUND & PURPOSE**

In accordance with the Universal Services E-Rate program, the Fairbanks North Star Borough School District is seeking sealed bids for Category Two (2) Internal Connection services and components needed to enable high-speed broadband connectivity, basic maintenance, and internal connections. By submitting a proposal in response to this solicitation, the Service Provider agrees to the terms herein, and certifies their compliance with the E-rate program.

This solicitation document outlines the specifications and procedures that apply to submission of a bid or quotation, the evaluation of bids and quotations, and the award of a contract. The terms "solicitation", "request for quotation" (RFQ), and "invitation for bids" (IFB), and “invitation to bid” (ITB) are used interchangeably and have the same meaning in these instructions. The terms "offer", "bid", and "quotation" all refer to a vendor's offer to sell at the prices specified on the “RFP” Bid Form and are used interchangeably.

3. **SOLICITATION REVIEW**

Offerors shall carefully review this solicitation for ambiguities. Offeror's comments concerning ambiguities in this solicitation must be made in writing and received by the Buyer at least four (4) working days before the due date. Such comments will allow time for an amendment to be issued, if one is required. Offerors

INSTRUCTIONS TO BIDDERS (CONT)

should send any such comments to the Buyer listed on the front of this solicitation. Offeror's protests based upon any omissions, errors, or the content of this solicitation will be disallowed if not made known prior to the solicitation opening.

4. **INTERPRETATION OR REPRESENTATIONS**

The FNSBSD assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated in a written amendment to this solicitation. No oral interpretation will be made to any Offeror as to the meaning of this solicitation or any part thereof. Every request for such interpretation shall be made in writing to the Buyer. Oral explanations or instructions given before the award of the contract will not be binding. Every interpretation made to an offeror will be in the form of an amendment to this solicitation, but it shall be the offeror's responsibility to make inquiry as to the amendments issued. All amendments shall become part of the contract and all offerors shall acknowledge receipt of the amendments. Failure to acknowledge receipt of the amendment may be cause for rejection of bids as non-responsive.

5. **PRE-BID CONFERENCE**

Pre-bid conferences are held to give bidders an opportunity to address deficiencies, defective specifications, and other concerns contained in the solicitation document. The purpose is to question unclear aspects of the solicitation documents, seek clarity regarding contractual obligations, and identify and resolve issues that have the potential to cause delays or generate an award protest based on defective or ambiguous specifications. Unless defective specifications are brought to the FNSB School District's attention at the pre-bid conference, or as stated in the "Solicitation Review" clause, above, the terms of this solicitation shall be deemed agreeable, and protests or appeals of award based on alleged defective specifications will not be favorably considered.

6. **CONFLICTING TERMS**

In the event that either the Special Terms and Conditions (Section III), and "RFP" Bid Form & Offer (Section IV) conflict with either the Conditions of Purchase (Section II) or the Instructions to Bidders (Section I), Sections III and IV shall take precedence over Sections I and II of this solicitation.

7. **SOLICITATION FORMS**

- a. Offerors will submit bids or quotations on the "**RFP**" Bid Form & Offer provided in Section IV. Bids shall be signed in the designated field of the "RFP" Bid Form by an individual authorized to bind the company submitting the bid. All alterations/corrections of the bid shall be initialed by the signer of the bid.
- b. Offerors shall also submit with their bid the completed and signed **Vendor Certification Form**, as is applicable to the Federal E-rate program, and incorporated herein as Attachment 1.

8. **QUANTITIES**

Unless otherwise specified herein, the School District intends to purchase the quantities indicated on the "RFP" Bid Form. However, the School District's requirements may change prior to issuing a purchase order and reserves the right, at no penalty, to increase or decrease quantities at its discretion to meet current demands.

9. **FIRM PRICING**

Unless otherwise specified herein, the vendor shall hold prices bid good and firm for the duration of the contract period.

10. **SUBMITTING BIDS**

Only **SEALED** bids may be submitted. Bids must be received prior to the specified date and time. SPAM and/or robotic responses will not be considered valid bid responses and will be disqualified from consideration.

INSTRUCTIONS TO BIDDERS (CONT)

- a. Neither the Fairbanks North Star Borough School District nor its officers or employees shall be responsible for the premature opening or failure to open a bid which is not properly addressed and identified. Bidders may contact the Purchasing Dept. to confirm receipt of submissions.
- b. Bids received prior to the advertised hour of opening will be kept secure. The School District representative whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered.
- c. At the time and place of the bid opening, the School District’s representative will cause the bids to be opened and publicly read aloud. Bidders and other persons properly interested may be present, either in person or in representative.

Methods for submitting bids:

- a. Mailed bids must be submitted in a sealed package, marked and addressed as outlined below. Packages with bid numbers written on the outside will not be opened until the scheduled date and time.

| Bidder's Return Address
XXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXX

FNSB School District
Purchasing Department
1300 Minnie Street
Fairbanks, Alaska 99701-2809

Bid No: (insert the bid number on your envelope)
| Opening Date: (insert the opening date on your envelope)

Bidders are encouraged to mail bids at least five (5) working days prior to bid opening. Bids mailed less than five (5) working days before opening should be sent by Postal Express, DHL Courier Express, or similar service. This is a suggestion only to minimize late bids received and does not negate the aforementioned disposition of late bids.

- b. The FNSB School District Purchasing Department is located at 520 Fifth Ave. (3rd Floor, Suite C), Fairbanks, Alaska, 99701; and is open for business from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m., Monday through Friday. Acceptance of Special Delivery mail is not available Saturday, Sunday or holidays. The ultimate responsibility for the delivery of the bid document lies with the bidder. The FNSB School District shall make no concession regarding postal service or any other form of conveyance of the bid document even when timely delivery of the bid fails through no fault of the bidder.
- c. **Electronic, SEALED** bids for this solicitation will be accepted exclusively through the School District’s adopted platform: [Public Purchase]. Registration is required; to submit sealed bids electronically, go to: <https://www.publicpurchase.com/>

11. **LATE BIDS**

Bids received after the exact date and time specified for opening shall not be considered, and shall be held unopened by the FNSB School District until after the award of the contract. The FNSB School District reserves the right, at its discretion, to consider bids which have been delayed or mishandled by the FNSB School District.

INSTRUCTIONS TO BIDDERS (CONT)

12. **PRICES**

- a. The offeror shall state prices in the units of purchase specified on the "RFP" Bid Form provided. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB destination point so that upon transfer of title the commodity can be utilized, or the services can be provided without further cost.
- b. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the FNSBSD, the offeror may list such taxes separately, directly below the unit price for the affected item.
- c. The FNSBSD shall receive the benefit of any general reduction in Seller's price prior to delivery and in no event shall the School District be charged higher prices than the Seller's similar customers who take delivery in substantially the same amounts and substantially similar circumstances.

13. **SPECIFICATIONS**

The specifications contained herein reflect items that have been purchased in the past or of known quality and are acceptable to the FNSBSD. If the item specifications indicate "or equal" or "approved equal", Offerors may offer other than the specified item if the item offered is equal to that specified in general style, type, quality, workmanship, economy of operation, performance, characteristics, and suitability for the purpose intended. Offerors must identify the brand name offered, provide descriptive literature, and be prepared to provide samples if called for during evaluation. Descriptive literature provided must be of sufficient scope so as to allow the FNSBSD to make an intelligent determination as to the suitability and compatibility of the product offered. Failure to provide adequate descriptive literature is cause to declare a bid non-responsive or reject the bid. The FNSBSD retains the sole right to determine if a product offered is, in fact, equal to that specified in this solicitation. If there is any doubt as to the suitability of a product offered on an or equal basis, the product will be rejected by the District. The offeror warrants the alternate product to be equal or better than the specified item in quality, workmanship, economy of operation, performance, and characteristics; and is suitable for the purpose intended. If the item specifications indicate "no substitute" or "only", offers for only the specified item will be considered. All items provided as a result of this solicitation shall be new, manufacturers warranties shall survive School District ownership and the offeror shall honor such warranties.

14. **ALTERNATE BIDS**

Multiple or alternate bids will not be considered unless specifically requested.

15. **WITHDRAWAL, MODIFICATION, OR CORRECTION OF BID**

Bids may be modified, corrected, or withdrawn by written request if received prior to the time set for bid opening. Bids may not be modified, corrected or withdrawn verbally. The offeror bears the same responsibility for delivery of bid modifications, corrections or withdrawals as for the original document. All modifications, corrections, or requests for withdrawals must be clearly marked as such. The original bid as modified by such written communication will be considered as the offer. No offeror will be permitted to withdraw their bid after the time set for opening bids.

Any attempt to make additions, deletion, corrections, or withdrawals of the bid or any attempt to add, change or qualify a material condition of the solicitation may be construed as a lack of "Good Faith" and may be cause for forfeiture of a bid bond and/or rejection of the bid.

16. **VENDOR TAX ID NUMBER**

If goods or services procured through this solicitation must be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the FNSB School District before payment will be made.

INSTRUCTIONS TO BIDDERS (CONT)

17. ACCEPTANCE OR REJECTION OF BIDS

- a. The FNSBSD may cancel the solicitation in whole or in part if such cancellation is in the best interest of the FNSB School District.
- b. A bid may be rejected when, (1) the bid is not signed, (2) the offeror has failed to perform under some other contract with the FNSB School District, (3) the offeror fails to supply bid or performance bonds, plans, specifications, samples, descriptive literature, etc., when such item is called for in this solicitation, (4) the bid fails to include acknowledgment of all amendments issued, (5) the bid contains an alteration or erasure which is not initialed by the signer, (6) the offeror adds, changes, or qualifies a material term or condition of the solicitation.
- c. The FNSB School District has the authority to waive any and all minor deviations or irregularities on any or all bids.
- d. The School District reserves the right to reject all offers and procure the specified supplies or services from contracts let by other government agencies.

18. AWARD OF CONTRACT

- a. The resulting contract will be awarded to the responsible offeror submitting the low, responsive bid complying with the requirements of this invitation, provided their bid is reasonable and it is in the best interest of the District to accept it. The District, however, reserves the right to reject any and all bids and to waive any minor informality or irregularity in bids received whenever such rejection or waiver is in the District's best interest.
- b. The District reserves the right to reject the bid of an offeror who has previously failed to perform properly or complete on time contracts of a similar nature; to reject the bid of an offeror who is not, in the opinion of the FNSBSD, in a position or qualified to perform the contract; and any or all bids when such rejection is in the best interest of the FNSBSD.
- c. Method of Award:
 - i. An award in the aggregate is an "all or nothing" solicitation where the award is made to the bidder whose total price is the lowest. The total price is calculated as the sum of the extended prices. The extended prices are calculated by multiplying the bid price times the quantity. You must bid on every item in an aggregate award solicitation for your bid to be responsive.
 - ii. An award by Lot is several aggregate award groups consolidated into one solicitation. Each Lot is awarded separately. The Lot bid is calculated the same as an aggregate award except each Lot is calculated separately. Bidders must bid on every item within a Lot for the bid to be considered responsive.
- d. Contingent upon the authorized Purchase Order, issue of a Notice of Intent to Award (NIA) shall constitute acceptance of the Bidder's offer including all the terms and conditions specified in the solicitation. Public notice of award will be made through posting the NIA and tabulation of bids/quotations to the School district "Bid Board" located outside the Purchasing Dept. in the Administrative Center. The FNSB School District administration shall post its Notice of Intent to Award by 12:00 noon, on Wednesday preceding the scheduled Tuesday School Board meeting for those contracts requiring School Board approval.
- e. Final Award is contingent upon School Board approval and available funding. Successful offerors are hereby notified not to proceed until an authorized School District Purchase Order ("PO") is issued; the PO shall act as a notice to proceed to the successful offeror.

19. CONTRACT FUNDING

Award in part or in whole is contingent upon available funding and commitment of funds through the USAC E-rate program. In the event adequate funds are not secured, the FNSBSD reserves the right to cancel the award(s) at no penalty.

INSTRUCTIONS TO BIDDERS (CONT)

20. **QUALIFICATIONS OF OFFERORS**

At the option of the FNSB School District, and prior to Award, an offeror may be required to submit additional information as a statement of their qualifications, including: A. verifiable references to demonstrate previous experience and capacity to perform similar or comparable contracts, B. verifiable information regarding their operational facilities, business and technical organization and financial stability needed to assure responsible and timely performance. The FNSB School District shall have the right to take such steps as it deems necessary to determine the ability of the offeror to perform their obligations under the Contract and the offeror shall furnish the FNSBSD all such information and data for this purpose as may be requested. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the District the offeror is qualified to carry out properly the terms of the Contract. The District reserves the right to waive qualifications requirements for known providers.

21. **RESPONSIVE BID**

A responsive bid is one which conforms in all material respects to the solicitation. The FNSB School District reserves the right to waive technicalities or minor informalities in determining an offeror's responsiveness.

22. **RESPONSIBLE OFFEROR**

A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

23. **AGGRIEVED BIDDERS**

Any aggrieved bidder may appeal the award of a contract to the School Board in writing, for those contracts requiring School Board action. The appeal must be received by the Superintendent's office prior to 12:00 noon on the day of the School Board meeting at which award of the contract is to be made. Appeals of contract awards not requiring School Board action must be submitted no later than close of business five (5) calendar days after the posting of the bid results at the Purchasing Office. The appeal must include the name of the person submitting the protest, the name of the bidder represented by that person, the specific bid which is being appealed, a detailed statement of the legal and factual grounds for the appeal, including copies of supporting documents, and the form of relief requested. The aggrieved bidder must serve all other bidders with the notice of the appeal in order to afford them the opportunity to rebut. Failure to give written notice of the appeal as provided herein constitutes a waiver by the aggrieved bidder's right of any objection to the award.

24. **BID PREPARATION COSTS**

The FNSB School District is not liable for any costs incurred by the offeror in bid preparation.

SECTION II - CONDITIONS OF PURCHASE

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FNSB School District is hereinafter referred to as "Buyer".

The following conditions apply to any Purchase Order issued by the Buyer as a result of this solicitation.

1. **ACCEPTANCE**

Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by the Seller are rejected unless expressly agreed to in writing by an authorized representative of the Buyer's Purchasing Department.

2. **APPLICABLE LAW AND DISPUTES**

Any dispute with respect to this Order shall be governed by the laws of Alaska and FNSB School Board Policies. Any appeal of an administrative order and any original action to enforce any provision of this agreement or to obtain any relief from remedy in connection with this agreement may be brought only in the Superior Court for the Fourth Judicial District of Alaska.

3. **CONTINUING OBLIGATION OF SELLER**

Notwithstanding the expiration date of a contract resulting from this Order, the Seller is obligated to fulfill their responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

4. **ASSIGNMENT**

This Order or any interest hereunder shall not be assigned or transferred by the Seller without the prior written consent of the Buyer. The Buyer shall not consent to any proposed assignment unless and until the Seller furnishes the Buyer with two (2) executed copies of the assignment.

CONDITIONS OF PURCHASE: GOODS (CONT)

5. CHANGES

The Buyer may, at any time, make changes in any one or more of the following: (a) method of shipment or packing; and (b) time and/or place of delivery; and (c) the quantity of items ordered. Except for a change to quantity, if such changes cause an increase or decrease in the price of the Order or the time required to perform, an equitable adjustment shall be made and the Order modified in writing accordingly. Any claim by the Seller hereunder must be asserted in writing within fifteen (15) days from the date the change is ordered. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the Buyer, except when confirmed in writing by a member of the Buyer's Purchasing Department.

6. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Seller shall comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules and regulations thereunder, including the applicable provisions of the Fair Labor Standards Act of 1938 as amended (29 U.S.C. Sec. 201-219) and the Occupational Safety and Health Act of 1970 and all regulations and standards and any amendments issued pursuant thereto. The seller shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith. The Seller warrants that the items delivered shall comply with the foregoing. The Seller agrees to indemnify and hold harmless the Buyer from and against any and all liability or consequential damage, including but not limited to, any fines, penalties, or other corrective measures the School District may suffer resulting from any violation by the contractor of such laws, ordinances, rules, and regulations.

The Contractor and its employees shall refrain from the use of alcohol, drugs, marijuana, tobacco or nicotine, including any smoking, electronic cigarette, or vapor device while on School District property. Tobacco is defined as tobacco and nicotine in any form as well as nicotine delivery devices, such as, but not limited to, electronic cigarettes and vapor pens, but excludes nicotine replacement therapy products approved by the U.S. Food and Drug Administration for the purpose of smoking/nicotine cessation.

7. NON-DISCRIMINATION

The Fairbanks North Star Borough School District and all covered subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 29 CFR Part 741, Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

The Seller shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all amendments thereto, and the Equal Employment Opportunity Act and all amendments thereto, FNSB School Board Policy and Administrative Regulations, and all regulations issued thereunder by the Federal and State governments, including E-rate program requirements. If the contractor fails to comply with such acts and regulations, the School District shall have the right to immediately terminate this contract.

8. INDEMNITY & LIABILITY

Except for claims arising out of acts caused by the sole negligence of the Buyer, its agents, servants or employees, the Seller agrees to indemnify and hold harmless the School District, its agents, servants and employees, from acts or omissions of any nature whatsoever of the Seller, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defense of the School District therefrom. The Seller agrees to hold the FNSB School District harmless from and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Order.

Contractor shall procure and maintain insurance in accordance with statutory requirements and per the limits enumerated hereunder, with an insurance company rated as Excellent or Superior by A.M. Best Company. Certificates of such insurance shall be filed with the Buyer before commencement of work.

- a. COMMERCIAL GENERAL LIABILITY; Limit: \$1,000,000.00, per occurrence.

CONDITIONS OF PURCHASE: GOODS (CONT)

ADDITIONAL INSURED: The FNSB & School District must be listed as an additional insured in the contractor's General Commercial Liability policy.

- b. AUTOMOBILE LIABILITY INSURANCE; Comprehensive automotive liability, Limit: \$1,000,000.00 combined single limit, for all owned, non-owned, and hired autos used in connection to delivery of goods or services.

1.If the use of autos is material to the scope of work, e.g. delivery services; the limit in this section shall apply. If the use of autos is not material to the scope of work, they shall be insured at no less than the state's minimum limit. Vendors who do not use a motor vehicle for any business purpose, may sign an affidavit to that effect. Affidavit forms are available at the Purchasing Department or Risk Management office.

2.If the limits in this section apply the automobile liability policy must cover: All Autos or

3.All owned, non-owned and hired autos

4.Automobile liability insurance for scheduled autos only may or may not be acceptable.

If the contractor submits insurance covering only scheduled autos, then

a. The insurance coverage must also include all non-owned autos

b. The contract must provide a copy of the scheduled vehicles, and

c. The contractor must assure the School District in writing that any additional vehicles are covered by liability insurance at the required limits before the vehicles are used for work under this agreement.

Certificates of Insurance shall be issued to:

Fairbanks North Star Borough **and** School District
ATTN: Risk Management
P.O. Box 71267
Fairbanks, AK 99707

9. **DEFAULT**

a. The Buyer may terminate this Order in whole or in part by written notice:

- i. if the Seller shall become insolvent or make a general assignment for the benefit of creditors, or
- ii. if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed, or
- iii. if the Seller fails to make delivery of the items or to perform the services within the time specified in this Order, or any increments thereof or extensions thereto, or
- iv. if the Seller fails to perform any other obligations under this Order, or so fails to make progress, so as to endanger performance of this Order, or
- v. if the Seller's financial condition shall become such as to endanger completion of performance.

b. If the Buyer terminates this Order in whole or in part as provided in paragraph (9.a) of this clause, the Buyer may procure, upon such terms and in such manner as the Buyer may deem appropriate, items similar to those terminated, and the Seller shall be liable to the Buyer for any excess costs of such similar items; however, the Seller shall continue the performance of this Order to the extent not terminated,

c. The rights and remedies of the Buyer provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Order.

10. **DELAYS**

The Seller shall not be liable for any delays in delivery caused by circumstances beyond its control including acts of God or of the public enemy, acts of the United States Government, fire, floods, epidemics, quarantine restrictions, strikes, or embargoes. When any delays in delivery will occur or are anticipated, the Seller shall immediately give notice thereof to the Buyer.

CONDITIONS OF PURCHASE: GOODS (CONT)

11. DELIVERY

The Buyer reserves the right to refuse late deliveries. Overshipment allowances, if authorized, will be applied to the entire Order. If the Buyer agrees to accept deliveries after the date of delivery has passed, the Buyer shall have the right to direct the Seller to make shipment to the delivery point set forth in this Order by the most expeditious means and the total cost of such expedited shipment and handling shall be borne by the Seller. Acceptance of late deliveries shall not be deemed a waiver of the Buyer's right to hold the Seller liable for any loss or damage resulting therefrom, nor shall it act as a modification of the Seller's obligation to make future deliveries in accordance with the delivery schedule.

12. MATERIAL SAFETY DATA SHEETS

In accordance with SARA (Superfund Amendments and Reauthorization Act) Title III, the Seller is required to provide Material Safety Data Sheets (MSDS, or "SDS") for all hazardous and potentially hazardous material shipped pursuant to this order. The appropriate MSDS shall be included with each shipment if required by the SARA.

13. INSPECTION AND ACCEPTANCE

- a. All items are subject to final inspection and acceptance after delivery at the Buyer's plant.
- b. If any items are defective in material or workmanship or otherwise not in conformity with the requirements of this Order, the Buyer shall have the right to require their correction or to require replacement.
- c. Final acceptance or rejection shall be made by the Buyer as promptly as practicable after delivery. If not rejected within ten (10) working days after delivery, items shall be deemed to have been accepted.
- d. Final acceptance shall be conclusive except with respect to latent defects, fraud or such gross mistakes as amount to fraud, or with respect to the Buyer's rights under the "Warranty" clause.

14. INVOICING AND PAYMENT

A separate invoice shall be issued for each shipment and shall include the Purchase Order number. Invoices shall not be issued prior to delivery of items. Payment shall not be made prior to receipt of items and a properly issued invoice. Invoices shall include, at a minimum, the following information: Authorized PO#, date of invoice, unique invoice number, description of items, unit/extended price, and amount due.

Credit and discount periods will be computed from the date of receipt of the invoice to the date the Buyer's check is mailed. Payment will be made thirty (30) days after the latter of (1) receipt of goods, (2) receipt of proper billing for goods, and (3) receipt of all documents required by this Order. The FNSB School District will not pay state/local taxes, interest or late charges.

15. MODIFICATION OF ORDER

This Order contains all the agreements and conditions of sale and no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Order. The terms and conditions contained in this Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of the Buyer's Purchasing Department and delivered by the Buyer to the Seller. Each delivery shall be deemed to be only upon the terms and conditions contained in this Order notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice or other form of the Seller, and notwithstanding the Buyer's act of accepting or paying for any delivery or similar act of the Buyer.

16. NO WAIVER OF CONDITIONS

The Buyer's failure to insist upon strict compliance shall not be deemed to be a waiver of any right, and waiver of a right under this Order shall not constitute a waiver of any other right or waiver of any other default under this Order.

CONDITIONS OF PURCHASE: GOODS (CONT)

17. **PACKING AND MARKING**

The Seller shall be responsible for safe and adequate packing of the items which shall conform to the requirements of carriers' tariffs. The Seller shall separately mark all cases and packages with the appropriate Purchase Order number. An itemized packing slip, bearing the Purchase Order number shall be placed in each container. No extra charge shall be made for packaging or packing materials unless authority therefore is set forth in this Order.

18. **PATENT INDEMNITY**

The Seller shall indemnify and hold harmless the Buyer, its customers and those for whom the Buyer may act, from and against all legal expenses which may be incurred as well as all damages, losses and costs which may be assessed against or borne by the Buyer by reason of any and all actions or proceedings charging infringement of any patent, trademark or copyright by reason of the sale or use of any items delivered hereunder. If the use or sale of such item, with respect to which the Seller indemnifies the Buyer, is enjoined as a result of such action or proceeding, the Seller, at no expense to the Buyer, shall obtain for the Buyer and its customers, the right to use and sell said items or shall substitute equivalent items. In the event that the Seller is unable to secure an equivalent item as a substitute, the Seller will indemnify the Buyer and its customers for any kind and all losses or damages sustained by reason of such injunction and infringement.

19. **PRICES**

The Seller warrants that the price of the items covered by this order are fair and competitive, reflecting current market conditions for comparable quantities of same or similar items.

20. **SHIPPING INSTRUCTIONS**

a. Purchase Orders issued as a result of this solicitation are for "prompt or immediate shipment" of the goods contained thereon. Unless otherwise specified, delivery will be made not later than sixty (60) days after receipt of a Purchase Order. "Time is of the essence"; a resulting Purchase Order is subject to cancellation for failure to deliver on time.

b. FOB Destination:

FNSBSD Shipping & Receiving
1300 Minnie Street
Fairbanks, AK 99701-2809

c. Sub-Arctic Climate

Offerors are advised that Fairbanks is located in a sub-arctic climate zone and should plan shipments of any product subject to freezing and subsequent damage by a heated means of conveyance. Shipments are subject to below freezing temperatures from September through April.

d. The Buyer's Purchase Order number must appear on all invoices, packing lists, packages, shipping notices, and correspondence. Memorandum of contents shall be enclosed in each box or package.

e. All shipments of hazardous material must be accompanied by Material Safety Data Sheets in accordance with applicable laws.

f. **Delivery Email address for software/licenses, where applicable:**
chris.rose@k12northstar.org

21. **TAXES**

The School District is exempt from Federal, State, and Local taxes. A certificate of tax exemption will be provided to the Seller on request.

22. **TITLE AND RISK OF LOSS**

The Seller shall retain title to and risk of loss or damage to all items to be delivered hereunder until final acceptance by the Buyer at the Buyer's plant.

CONDITIONS OF PURCHASE: GOODS (CONT)

23. **WARRANTY**

The Seller warrants that the items, at time of delivery, shall conform to the Seller's specifications, the requirements of this Order, approved sample or samples, if any, and are free from defects in design, material and workmanship. Unless otherwise stated herein, warranty shall remain in effect for a minimum one (1) year period after delivery. At the Buyer's option, the Seller shall promptly either repair or replace defective items after receipt of the Buyer's written notice of a defect. Transportation charges for the return and redelivery of defective items shall be borne by the Seller. All implied warranties recognized by the Uniform Commercial Code apply to this Order and the Seller shall not issue any disclaimer to the UCC. Unless otherwise stated herein, all items shall be new, and standard manufacturers warranties shall survive School District ownership and the Seller shall honor such warranties.

24. **TERMINATION FOR CONVENIENCE**

The School District may terminate a contract, in whole or in part, without showing cause upon giving written notice to the Contractor. The School District shall pay all reasonable costs incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

25. **TERMINATION CONTINGENCY**

If the Buyer terminates this Contract in whole or in part under the "Default", "Termination for Convenience", non-appropriation, or any other reason authorized by the School Board Procurement Policy or contained herein, the Buyer may procure items or services similar to those terminated, upon such terms and in such a manner as the Buyer deems appropriate.

SECTION III - SPECIAL TERMS AND CONDITIONS

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5.	E-RATE "RFP" BID FORM 13

1. E-RATE TERMS

The FNSBSD intends to request funding through the (USAC) E-Rate program for the purchase of the items listed herein; a duly authorized Purchase Order (Net 30) for the awarded items will be forthcoming in the above stated funding year, contingent upon appropriations, available funding, and notification from USAC committing the related funding request(s). By submitting a proposal in response to this solicitation, the Service Provider agrees to the terms herein, and certifies their compliance with the E-rate program.

2. QUANTITIES

The quantities specified on the RFQ Form are the Buyer's estimated requirements for the term of the contract and may vary, more or less, from the quantities actually purchased. There is no guarantee of any minimum to be purchased; quantities may be adjusted, higher or lower, prior to ordering. The Buyer shall not be liable for the Seller's inventories maintained in anticipation of Buyer orders.

3. CONTRACT PERIOD

The contract period shall start upon authorization of the Purchase Order, and shall extend for the duration of the USAC E-rate program Funding Year (FY26), or until order is received, whichever is later.

Once the District's funding request(s) are submitted to USAC and funded by USAC, the District reserves the right to extend or abbreviate the term of the contract for as long or short a period of time as it deems necessary, if the receipt of E-rate funding for the products and/or services the contract covers depends on it. For example: (1) a contract term modification might be necessary to make the Contract term coincide with an E-rate "program year;" or (2) a contract extension might be necessary if the District receives a "service delivery deadline extension."

4. PRICING & INVOICING

Upon award, pricing shall remain firm for the duration of the contract. Unit Prices quoted must reflect **pre-discount pricing**, including all costs associated with shipping, packing, and delivery to the below referenced FOB Destination address. If the item is not 100% E-rate eligible, sellers must specify the % eligible for each unit on their offer.

At the District's option, the awarded contractor(s) shall invoice using the Service Provider Invoice (SPI) method. The District shall not be held liable for denial of SPI due to Service Provider's Non-Compliance with E-rate program rules. The District agrees to Net 30 terms and shall seek reimbursement using the BEAR method if an order is placed prior to receiving the funding commitment from USAC.

5. E-RATE "RFP" BID FORM

Seller shall utilize the attached "RFP" Bid Form in Section IV to submit pricing and offer. Seller may include a company quote separately, however each quote submitted must align perfectly with a specific Lot number; if there is a discrepancy, the information and pricing provided on the "RFP" Bid Form shall prevail.

26-F0008 SECTION IV

"RFP" BID FORM & OFFER

FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT (FNSBSD) CAT. 2

470# 260012910

E-RATE FUNDING YEAR: 2026

LOT#	QTY (per Unit)	SPECIFIED BRAND/MODEL, (or equal)	GENERAL DESCRIPTION	BRAND/MODEL, if bidding an alternative	Specify E-rate Service Type	Specify E-rate Function	Percent eligible for E-rate reimbursement (0 - 100%)	Unit Price; FOB-D
1	1150	EXTREME NETWORKS - AP LICENSES/SUPPORT-XCIQ-PT0-C-EW-1YR-K12	License & Support for Wireless Network				%	\$
2	2	Palo Alto PAN-SVC-PREM-5220-R License/Premium Support for PA-5220 (Serial#s 013201009612, 013201009647)	License & Support for Firewall				%	\$
2	2	Palo Alto PAN-PA-5220-ATP-HA2-R License/Advanced Threat Prevention Subscription for PA-5220 (Serial #s 013201009612, 013201009647)	Subscription, included with License & Support for Firewall				%	\$
3	3	Wyebo L-1001-R0 WIP™-enabled Sensor with 1-year Service License Renewal	Sensor and monitoring service for wireless network				%	\$
4	30	EATON 9PXEBM72RT UPS EBM	Extended Battery Module*				%	\$
5	111	CISCO C9200L-48P-4G-E [EACH UNIT INCLUDES THE FOLLOWING COMPONENTS*]	Network Switch*				%	\$
*Component# 1	1	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G, Network Essentials					
*Component# 2	1	C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license					
*Component# 3	1	C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license					
*Component# 4	1	C9200L-NW-E-48	C9200L Network Essentials, 48-port license					
*Component# 5	1	CAB-TA-NA	North America AC Type A Power Cable					
*Component# 6	2	C9200-STACK-BLANK	Catalyst 9200 Blank Stack Module					
*Component# 7	1	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx					
*Component# 8	1	C9K-ACC-SCR-4	12-24 and 10-32 (4) SCREWS FOR RACK INSTALLATION					
*Component# 9	1	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300					
*Component# 10	1	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment					
*Component# 11	1	PWR-C5-BLANK	Config 5 Power Supply Blank					
5	9	CISCO C9350-24P-A [EACH UNIT INCLUDES THE FOLLOWING COMPONENTS*]	Network Switch*				%	\$
*Component# 1	1	C9350-24P	Cisco 9350 24-port 30W PoE+					
*Component# 2	1	CON-LINBD-C935024P	ENH 8X5XNBD Cisco 9350 24port 3 (1YR)					
*Component# 3	1	PWR-C2-850WAC-1	850W AC 80+ platinum Port-Inlet Power Supply					
*Component# 4	2	C9350-PWR-NONE	No Secondary Power Supply Selected					
*Component# 5	1	CAB-TA-NA	North America AC Type A Power Cable					
*Component# 6	1	C9350-NM-NONE	No Network Module Selected					
*Component# 7	1	C9350-STACK-NONE	No Stack Cable Selected					
*Component# 8	1	C9350-SPWR-NONE	No Stack Power Cable Selected					
*Component# 9	1	SC9350UK9-1718	Cisco C9350 IOS XE 17.18 K9 Universal Software Image					
*Component# 10	1	C9350-SSD-NONE	No SSD Card Selected					
*Component# 11	1	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx					

*Component# 12	1	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4					
*Component# 13	1	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300					
*Component# 14	1	C9350-RFID	RFID Selected					
*Component# 15	1	C9350-NM-BLANK	Cisco 9350 Network Module Blank					
*Component# 16	2	C9350-PWR-BLANK	Cisco 9350 power supply blank cover					
*Component# 17	3	C9350-FAN-I	Cisco 9350 Port Inlet Fan Module					
*Component# 18	1	C9350-OS-ADV	Cisco C9350 OS Advantage					
*Component# 19	1	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment					
*Component# 20	1	CISCO-NETWORK-SUB	Cisco Networking Subscription (3YR)					
*Component# 20.1	1	LIC-SPACES-ADV-S	Cisco Spaces Advantage for Cisco Switching Advantage License (3YR)					
*Component# 20.2	1	SVS-LOSPT-CN	Cisco Network Product Support (3YR)					
*Component# 20.3	1	LIC-CS-AC1-M-A	Cisco Switching Advantage Tier 1, Medium (3YR)					
6	9	APC AP7530 APC NetShelter Basic Rack PDU, Zero U, 20A, 120V, 24 NEMA 5-20 outlet	Power Distribution Unit for network racks*					% \$
6	12	APC AP7532 APC NetShelter Basic Rack PDU, Zero U, 30A, 120V, 24 NEMA 5-20 outlet	Power Distribution Unit for network racks*					% \$

OFFER

The undersigned agrees, if this offer is accepted, to furnish any or all items upon which prices are offered at the price entered on this schedule, delivered at the designated point. within the time specified.

The offeror certifies that:

1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered,
2. The prices in this offer have not and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract award unless otherwise authorized by law, and
3. No attempt has been made or will be made by the offeror to induce any domestic concern, or foreign subsidiary or affiliate of any domestic concern that is controlled by a domestic concern, to submit or not to submit an offer for the purpose of restricting competition, nor will they or have they used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other covered award.

Acknowledgment of Amendments:	Amendment No.	Date
	_____	_____
	_____	_____
	_____	_____

Signature - Individual Authorized to Bind Firm Date: _____

Typed or Printed Name: _____

USAC 470 #: _____

USAC SPIN #: _____

Business Name: _____

Remit Address: _____

Business Address (Street Address): _____

Phone: _____

Email Orders to: _____

E-mail Bid results to: _____

Attachment 1

VENDOR CERTIFICATION



FEDERAL GRANT COMPLIANCE

These provisions apply to the procurement of goods and services using funds under a Federal grant or contract. Specific Federal laws, regulations, and requirements may apply in addition to those under state law; this includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (Code of Federal Regulations, sometimes referred to as the "Uniform Guidance"), Federal Acquisition Regulations "FAR," or Education Department General Administrative Regulations, "EDGAR". All Vendors desiring to contract with the District (buyer) must complete this Federal Grant Compliance Certification Form regarding their willingness and ability to comply with certain requirements which *may* apply to specific purchases using federal grant funds. These terms and conditions shall be inherently incorporated into all other agreements made between the buyer and seller.

RE: Title 2	Grants and Agreements	Part / Section
Subtitle A	Office of Management and Budget Guidance for Grants and Agreements	1 – 299
Chapter II	Office of Management and Budget Guidance	200 – 299
Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		

For each of the items below, Vendor shall certify their agreement and ability to comply, where applicable, by having their authorized representative check the boxes 1-14, and sign the Signature Page.

1. Vendor Violation or Breach of Contract Terms:

Where applicable, for contracts for more than the [simplified acquisition threshold](#), contracts must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to these General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or District's ancillary contract; any bid or contract submitted by the Vendor must be consistent with and protect the District at least to the same extent as the FNSBSD Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

YES, agree. NO, do not agree.

2. Termination for Cause or Convenience:

For any purchase or contract in excess of \$10,000 made using federal funds, the FNSBSD may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the FNSBSD shall only be required to pay Vendor for goods or services delivered prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the FNSBSD has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

YES, agree. NO, do not agree.

3. Equal Employment Opportunity:

Attachment 1

Where applicable, and except as otherwise provided under 41 CFR Part 60, all contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b). The equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

YES, agree.

NO, do not agree.

4. Davis-Bacon & Anti-Kickback:

Where applicable, for all construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at [Sam.gov](#). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that, where applicable, it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

YES, agree.

NO, do not agree.

5. Contract Work Hours and Safety Standards:

Where applicable, for all purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

YES, agree.

NO, do not agree.

6. Copyright to Inventions Made Under a Contract or Agreement:

Where applicable, and if the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," copyrights, and any implementing regulations issued by the awarding agency. The buyer shall be granted access to any books, documents, papers, and records of the seller which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Sellers' records shall be retained for three (3) years after final payment.

YES, agree.

NO, do not agree.

Attachment 1

7. Clean Air Act and Federal Water Pollution Control Act:

Where applicable, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

YES, agree.

NO, do not agree.

8. Debarment and Suspension:

A contract award or order must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the District all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

YES, agree.

NO, do not agree.

9. Anti-Lobbying Certification:

Vendor certifies that Federal appropriated funds have not and will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Vendors must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

YES, agree.

NO, do not agree.

10. Procurement of Recovered Materials:

Where applicable, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and shall provide such information and certifications as the District may require to confirm compliance. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

YES, agree.

NO, do not agree.

Attachment 1

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to using federal funds. When required by the District, Vendor agrees to provide such information or certification as may reasonably be requested by the District regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

YES, agree. **NO**, do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by the District, Vendor agrees to provide such information or certification as may reasonably be requested by the District to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

YES, agree. **NO**, do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, the District may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by the District, Vendor agrees to provide information and negotiate with the District regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the District shall not exceed the awarded pricing, including any applicable discount, under Cooperative Contracts.

YES, agree. **NO**, do not agree.

14. General Compliance and Cooperation:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from the District, it shall make a good faith effort to work with the District to provide such information and to satisfy such requirements as may apply to a particular purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

YES, agree. **NO**, do not agree.

Name of Supplier: _____

Certification/Authorized Signature: _____

Date: _____