

Request for Proposals (RFP)
RFP #2026-002
Network Infrastructure Equipment



DELANO UNION SCHOOL DISTRICT
Working Together For A Better Education

RFP Issue Date: January 21, 2026

**Delano Union School District
Technology Department
1405 12th Ave.
Delano, California 93215
(661) 721-5000, ext. 00129**

NOTICE TO BIDDERS

Request for Proposals

RFP #2026-002 - Network Infrastructure Equipment

The Delano Union School District is requesting proposals for Network Infrastructure Equipment. Proposals must include the use of pricing from bidding exempt existing contracts. Equipment must be **E-Rate eligible**, new, and manufacturer-warranted.

Proposals must be received prior to **1:00PM on February 19, 2026**. Proposals must be submitted in a sealed envelope, marked with the RFP number and title, and returned to Delano Union School District, Business Services, 1405 12th Avenue, Delano, California, 93215.

Proposals received later than the designated time and specified date will be returned to the bidder unopened. Email or Facsimile (FAX) copies of the proposal will not be accepted.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the RFP documents may be obtained from **Delano Union School District, Business Services, 1405 12th Avenue, Delano, California, 93215**, or at www.duesd.org

Refer any questions to: Jahad Suboh, email: jsuboh@duesd.org or 661-721-5000, ext. 00129.

Published:
January 21, 2026
January 28, 2026

BIDDER INFORMATION SHEET

Attention: Jahad Suboh. Director of Technology

Email jsuboh@duesd.org

Re: Notice to Bidders #2026-002 Network Infrastructure Equipment

Delano Union School District Bids are available online. If you download a Bid, you are required to email the following information to jsuboh@duesd.org so that you may be added to the bidders list to receive Addenda for this Request for Proposals.

Name: _____

Title: _____

Organization: _____

Street Address: _____

City: _____

State/Zip Code: _____

Work Phone: _____

Fax: _____

Email: _____

If you have any questions, please email jsuboh@duesd.org

1. INTRODUCTION

The Delano Union School District (“Owner”) issues this Request for Proposals and seeks proposals from vendors interested in providing Network Infrastructure Equipment as specified in Exhibit A- Scope of Work. This Request seeks proposals for use of existing contracts that provide bid-exempt use to the Owner. No other proposals will be accepted.

2. FORM AND DELIVERY OF RFPs

Proposals must be received prior to **1:00 PM on February 19, 2026**. Proposals must be submitted in a sealed envelope, marked with the RFP number and title, and returned to the Delano Union School District, Business Services, 1405 12th Avenue, Delano, California, 93215. It is the bidder’s sole responsibility to ensure that it’s RFP is received before the RFP deadline. In accordance with Government Code Section 53068, any proposal received after the scheduled closing time for receipt of RFPs shall be returned to the bidder unopened.

Proposals shall be submitted on the prescribed Bid Form, completed in full. The RFP must conform to and be responsive to all Contract Documents. All bid items shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and figures, the words shall govern. The signatures of all persons shall be in longhand. Prices, working and notations must be in ink or typewritten.

District is seeking pre-approved contracts, such as NASPO, CMAS, WSCA, CALNET, etc. when responding to this RFP. All pre-approved contracts should be multiple year contracts that cover the fiscal year (July 1, 2026- June 30, 2027). District is seeking to build upon existing equipment already in place in the District. Non-responsive proposals will not be evaluated. Bidders are advised to be careful not to make any changes or mistakes as any material alteration to the form or intent of the RFP shall be, at the sole discretion of the District, grounds for disqualification of the proposal. If there are any questions regarding the intent of a given requirement, we strongly recommend that you request clarification. All questions should be submitted to jsuboh@duesd.org by **1:00PM on February 19, 2026**. Answers will be emailed to ALL bidders that have submitted a Bidder Information Sheet (Page 3 of Bid Packet).

3. CONTRACT PERIOD

The contract term is four (12) months. The initial Equipment purchased through award of the bid will be encumbered after July 1, 2026 on the contingency that the E-Rate program approves the funding and must be received no later than June 30, 2027.

4. BID SECURITY

Each bid shall be accompanied by a bid security in cash, a certified cashier’s check, or

furnish a bid bond as its bid security, the bidder shall use the bid bond form included in the Contract Documents, unless the District elects to waive the use of the form provided, in its sole discretion.

5. SIGNATURE

All the various times such documents are required to be submitted, the Bid Form, Substitution Listing, Non Collusion Certification, List of Subcontractors, Suspension and Debarment Certification, Iran Contacting Act Certification, all required bonds, all Information Required of Bidder or prequalification forms, the Purchase Contract with required forms, and all Guarantees must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president, and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, if bidder is a joint venture or partnership, the bidder shall submit with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who (1) shall be the agent of the joint venture or partnership, (2) shall sign all necessary documents for the joint venture or partnership and, (3) should the joint venture or partnership be the successful bidder, shall act in all matters relative to the resulting contract for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

6. MODIFICATIONS

Changes in or additions to any of the bid documents, the summary of the work bid upon, or the alternative proposals, or any other modifications which are not specifically called for by the Owner, may result in the Owner's rejection of the bid as not being responsive. No oral or telephonic modification of any bid will be considered. However, prior to the opening of bids, a telegraphic modification signed by the bidder and postmarked and received prior to the opening of bids, may be considered if included with a sealed bid.

7. ERASURES, INCONSISTENT, OR ILLEGIBLE BIDS

The RFP submitted must not contain any erasures, interlineations, or other corrections unless each correction creates no inconsistency and is suitably authenticated and noted by signature of the bidder. In the event of inconsistency between words and figures in the bid, the words shall govern. In the event the District determines that any bid is unintelligible, illegible, or ambiguous, the Owner may reject the RFP as not being responsive.

8. EXAMINATION OF CONTRACT DOCUMENTS

At its own expense and prior to submitting bids, each bidder shall examine all documents relating to the project, visit the site, if applicable, and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rate of per diem wages and other relevant cost factors. Each bidder shall be familiar with all federal, state, and local laws, ordinances, rules, regulations, and codes affecting the performance of the work, including the cost of permits and licenses required for the work.

9. WITHDRAWAL OF BIDS

Any bid may be withdrawn, either personally, by written request, or by telegraphic or facsimile request confirmed in the manner specified above for bid modifications, at any time prior to the scheduled closing time for receipt of bids. In accordance with this paragraph, the bid security shall be returned for bids withdrawn prior to the scheduled closing time for receipt of bids. No bidder may withdraw any bid for a period of 60 days after the award of the contract.

10. AGREEMENT AND BONDS

The Purchase Contract and, if applicable, the form of bonds which the successful bidder as Contractor will be required to execute are included in the Contract Documents and should be carefully examined by the bidder. Sufficient bonds shall be fully executed and returned to Owner with the Purchase Contract.

11. INTERPRETATION OF CONTRACT DOCUMENTS

If any bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the drawings and specifications, a written request for an interpretation or correction shall be submitted to the Owner. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum issued by the Owner, and a copy of any addendum will be hand-delivered, mailed, or faxed to each bidder known to have received a set of Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding by the Owner. If there are discrepancies on specifications, or conflicts between specification, terms or conditions, the interpretation of the Owner shall prevail. Bidder shall become familiar with the plans, specification, and drawings.

SUBMISSION OF A PROPOSAL WITHOUT REQUESTING CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PLANS, SPECIFICATIONS, AND DRAWINGS ARE SUFFICIENT FOR BIDDING AND COMPLETING THE WORK, THAT BIDDER IS CAPABLE OF READING,

FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND DRAWINGS, AND THAT THE PLANS, SPECIFICATIONS, AND DRAWINGS FALL WITHIN AN ACCEPTABLE STANDARD FOR THESE ITEMS, AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE OWNER'S TIMELINES FOR DELIVERY OF THE ITEMS.

12. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make of file or be interested in more than one bid for the same work unless alternate bids are specifically called for by the Owner. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not disqualified from submitting a proposal or quoting process to other bidders or submitting a bid on the project.

13. AWARD OF CONTRACT

(a) The Owner reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process.

(b) If made by the Owner, award of the contract will be by action of the governing board or other governing body to the lowest responsive and responsible bidder. In the event an award of the contract is made to a bidder and that bidder fails or refuses to execute the Purchase Contract and provide the required documents within the time required, the Owner may award the contract to the next lowest responsive and responsible bidder or release all bidders. An election by the Owner to reject all bids does not release the bid security of any bidder who has previously been awarded the contract and failed or refused to execute the Purchase Contract and provide the required documents.

(c) In ascertaining the low bidder, the bids will be examined without reference to any substitutions requested by any bidder, whether or not the substitution request would result in a modification of the contract price.

14. SELECTION PROCESS AND CRITERIA

All proposals will be evaluated on the following criteria, in order of importance:

1. Price – 50%
2. Eligibility of pre-approved contracts (CMAS, WSCA, CALNET, etc.) - 30%
3. Qualifications and experience – 10%
4. Ability to deliver all goods on or before June 30, 2027. – 10%

15. PUBLIC CONTRACT CODE SECTION 20111.5 PREQUALIFICATION OF BIDDERS

Prequalification is not required to bid on this project. Bidders must complete and submit with their proposals the Information Required of Bidders Form that is included in the bid documents by the Owner.

16. COMPETENCY OF BIDDERS

In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for performance of the work. By submitting a bid, each bidder agrees that in determining the successful bidder and its eligibility for the award, the Owner may consider the bidder's experience, facilities, conduct, and performance under other contracts, financial condition, reputation in the industry, and other factors relating to or which could affect the bidder's performance of the project. To this end, where bidders are not required to prequalify, the Owner may require that each bid be supported by a statement of the bidder's experience.

The Owner may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by the Owner. In this regard, the Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the Owner or, in the Owner's sole discretion, to permit substitution of subcontractor(s) found non-responsible.

17. WORKERS' COMPENSATION

In accordance with the provisions of Labor Code Section 3700, the successful bidder shall secure the payment of compensation to all employees. The successful bidder awarded the contract shall sign and file with the Owner, at the time of returning the executed Purchase Contract, the Workers' Compensation Certificate which is included as part of the Contract Documents.

18. ANTI-DISCRIMINATION; COMPLIANCE WITH AMERICANS WITH DISABILITIES

It is the policy of the Owner that in all work performed under contracts there be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder

agrees to comply with applicable federal and state laws, including but not limited to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the work by that bidder.

The bidder certifies it is an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375.

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this agreement in a manner that complies with the ADA and any and all other federal, state and local disability rights legislation.

Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this contract.

19. HOLD HARMLESS

The successful bidder awarded the contract shall hold harmless and indemnify various parties as more clearly set forth elsewhere in the Contract Documents.

20. SUBSTITUTIONS

(a) All bids should be calculated and submitted on the project as described in the bid documents, and on the assumption that substitution requests submitted with the bid will not be approved. Notwithstanding the foregoing, substitution requests submitted with bids will be given due consideration and adjustments to the contract, which may include adjustment to contract price, will be contained in a change order should the request be approved. Bidders not desiring to bid without prior approval of a proposed substitution should follow the procedure contained in this section for pre-bid review of proposed substitutions.

(b) Should the bidder wish to request prior to bid opening any substitution for the specified materials, process, service, or equipment, the bidder shall submit a written request at least seven (7) working days before the RFP submission deadline date and time. Bidders must furnish complete specification of each item, and if requested to do so, a sample of the item proposed, at no cost or obligation to the District for the purpose of testing and evaluation. If the requested substitution is acceptable, the Owner will approve it in an addendum issued to all bidders of record, not less than three (3) working days prior to the RFP submission deadline. Requests received less than seven (7) working days prior to RFP submission deadline will not be considered prior to the RFP date. Extensions of the bid date shall not operate to extend the deadline for requesting substitutions unless the Owner so states in an addendum issued to all bidders of

record.

(c) If substitution is not requested and considered prior to the bid date, the bidder shall submit with the bid all proposed substitutions, if any, on the Substitution Listing form contained in the bid documents.

(d) With respect to any materials, process, service or equipment listed in the bid, unless the bidder clearly indicates in its Substitution Listing that it is proposing to use an "equal" material, process, service or equipment, its bid shall be considered as offering the specified material, process, service or equipment referred to by the brand name or trade name specified.

(e) Unless expressly authorized in the bid documents, no bid may be conditioned on the Owner's acceptance of a proposed substitution. Any bid containing such condition may be treated as a non-responsive bid.

(f) It is expressly understood and agreed that the Owner reserves the right to reject any proposed substitution. It is further expressly understood and agreed that in the event the Owner rejects a proposed "equal" item, or any other requested substitution, the specified material, process, service or equipment designated by brand name or trade name, or other item as specified, will be provided.

(g) No substitution request of any kind or nature may be made after the bid date, except by the express written permission of the Owner and on such terms as the Owner may require, or in an emergency, as in the case where a specified material, process, service, equipment, or other item has become unavailable through no fault of the bidder.

(h) These time limitations shall be complied with strictly, and in no case will an extension of time for completion be granted because of the failure to request the substitution of an item at the times and in the manner set forth herein.

(i) Prior to contract award, the Owner shall notify the bidder of the Owner's decision concerning proposed substitutions of "equal" items submitted with the bid. The Owner shall notify bidder of the Owner's decision on any other proposed substitutions as those decisions are made. Notification of all decisions by the Owner shall be in writing, and no proposal substitution shall be deemed approved unless the Owner has confirmed it in writing.

(j) With respect to all proposed substitutions, the requirements applicable to the Contractor in the Contract Documents shall be applicable to all bidders requesting substitutions.

21. SURETY QUALIFICATIONS

Bid bonds executed by a surety insurer admitted in the State of California for purposes of issuance of such bonds will be accepted by Owner as sufficient.

Other bonds required under the Purchase Contract executed by a surety insurer admitted in the State of California with a minimum "A minus, VIII" rating ("A minus, V" when the price stated in the Contract Documents is less than \$500,000) as rated by the current edition of Best's Key Rating Guide published by A.M. Best Company, Oldwick, New Jersey 08858, shall be presumed by Owner to be sufficient for the issuance of such bonds. In the alternative, any admitted surety company which satisfies the requirements set forth in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds, and documents demonstrating satisfaction of the requirements of Section 995.660 with respect to the bid bond must be submitted with the bid. No personal sureties will be accepted.

22. DELIVERY

Time and manner of delivery are essential factors in proper performance under the contract. The successful bidder shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery.

23. WARRANTY AND MATERIAL SAFETY DATA SHEETS

Bidders must include warranty information on bid items. Return of products for warranty purposes shall be free of all cost to the District. For all products requiring a Material Safety Data Sheet, the District requires that a Material Safety Data Sheet accompany all order at the time of delivery.

24. LIQUIDATED DAMAGES

All work must be completed within the time limits set forth in the Contract Documents. Bidders must understand that the goodwill, educational process, and other business of the Owner will be damaged if the project is not completed within the time limits required. Should the work not be completed within the specified time for completion, the successful bidder awarded the contract may be liable for liquidated damages and for expenses incurred by the Owner for failure to timely complete the project. Such damages shall be deducted from any payments due or to become due to the successful bidder.

25. GOVERNING LAW AND VENUE

In the event of litigation, the RFP documents, specifications and related matters shall be governed by and construed in accordance with the law of the State of California. Venue shall be with the appropriate state or federal court located in Kern County, California.

26. CONFLICT OF INTEREST

Vendor understands and certifies that it does not know of any facts which constitute a violation of the California Political Reform Act, which states in part that "No public official at any level of state or local government shall make, participate in making or in any way attempt to use his/her official position to influence a governmental decision in which he/she know or has reason to know that he/she has a financial interest." Govt. Code Section 87100 et seq.). Furthermore, Vendor certifies that no such current or former Board Member or employee will derive any compensation, directly or indirectly, from the Agreement. Vendor also hereby certifies that to its knowledge, no current Board member or employee of Delano Union School District, and no one who has been a Board member or employee of the District within the last two years, had influenced or sought to influence the awarding of this Agreement to Vendor, except as allowed under his/her official duties. Vendor understands that any violation of this Section shall make the agreement voidable by the District.

27. NON APPROPRIATION OF FUNDS

Notwithstanding any of the foregoing provisions, if for any fiscal year of this agreement the governing body of the Delano Union School District fails to appropriate or allocate funds for future payments under the Agreement, Delano Union School District will not be obligated to make payments remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and either party hereto may terminate the Agreement as provided.

SUBMISSION OF A BID ON THIS PROJECT SHALL BE TAKEN AS CONCLUSIVE AND IRREFUTABLE EVIDENCE THAT BIDDER AGREES WITH THE REQUIREMENTS OF THIS SECTION.

28. FINGERPRINTING REQUIREMENTS

The successful bidder and all subcontractors at any level will be required to comply with any applicable laws on fingerprinting construction workers. Minimum requirements are set forth in the Contract Documents, and the form of certification of compliance is contained in the Contract Documents. The successful bidder must complete and return this form when directed by owner.

29. SUSPENSION AND DEBARMENT CERTIFICATION

On all contracts of \$100,000 or more for goods/services, Contractor must complete and submit to District a Suspension and Debarment Certification. This Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510, Participant's Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Please see attached form to be duly signed and executed.

30. AMERICAN MADE PRODUCTS

In compliance with Sections 4300 to 4305 of the California Government Code, only materials produced or manufactured in the United States will be procured by the District, except for those which fall within the purview of Sections 4301, 4302 and 4303.5. In compliance with Code Sections 4330 to 4334 inclusive California products shall receive preference over materials made elsewhere. If a bidder is proposing an article of foreign make, the fact must be stated in the bid.

Bidder agrees to comply with, and be bound by, and assist the District in ensuring compliance with 2 CFR Section 200.322 as applicable. 2 CFR Section 200.322 required the bidder to provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), to the greatest extent possible. This includes the initial melting stage through the application of coatings for iron/steel and for manufactured products composed whole or in part of non-ferrous metals (aluminum, plastics, and polymer products).

31. POST-BID CREDITS

Should any bidder or proposed subcontractor to any bidder issue any credit or otherwise reduce its bid or quote pertaining to the work of this project, the value of the credit or other reduction shall be passed on to the Owner, less only the applicable markups for profit and overhead as specified in the Contract Documents on change orders.

32. BID PROTESTS

Any bidder having submitted a bid on the project may file a protest against the proposed contract award or challenging the validity of other bids. The protest must meet all of the following requirements:

- a) The protest shall be submitted in writing and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.
- b) The protest shall be received by the Owner no later than close of business on the second business day after bid opening; one received after that time shall not be recognized.
- c) Each protest shall contain the following:
 - i. Identification by name, address, and telephone number of the protesting person(s), company, and/or organization and identification of the project to which the protest pertains.
 - ii. The protest shall set forth in detail all grounds for the protest, including without limitation all facts, identification by name of any other bids or bidders involved in the protest, all supporting documentation, together with any legal authorities and/or argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible, and credible evidence.
- (d) Any protest not conforming to the requirements of this section shall be rejected as invalid.
- (e) Where a protest is filed in conformity with this section, the Owner's staff or such individual(s) as may be designated by the Owner, shall review and evaluate the basis of the protest and provide a written decision to the protesting bidder. The written decision shall either concur with or deny the protest.
- (f) Submission of a written protest to and receipt of a written decision from the Owner's staff shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.
- (g) The written decision by the Owner's staff may be appealed to the Owner. The appeal must be filed with the Owner's governing board or other governing body within two business days of the protesting bidder's receipt of the written decision of the Owner's staff.
- (h) The appeal must clearly state the reasons and basis for appealing the decision of the Owner's staff, making specific reference to any portions of the material submitted with the protest required.
- (i) A hearing on the appeal shall be held before the Owner's governing board or other governing body within 45 days or less of receipt of the appeal.
- (j) The Owner's governing board or other governing body will make a decision within seven days following the hearing. The decision of the Owner's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.
- (k) Submission of an appeal to and receipt of a decision from the Owner's governing board or other governing body shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

33. PROCEDURE FOR PROTESTING BEING DEEMED A NON-RESPONSIBLE BIDDER

Any bidder or prospective bidder deemed non-responsible after having submitted a bid may file an appeal of the action to the Owner’s governing board or other governing body. The protest must meet all of the following requirements:

- (a) The appeal shall be submitted in writing, and shall contain all the materials required by these provisions; one that does not contain all the required materials shall not be recognized.
- (b) The appeal must be received by the Owner’s governing board or other governing body within two business days of the action giving rise to the protest; one received after that time shall not be recognized.
- (c) A hearing on the appeal shall be held before the Owner’s governing board or other governing body prior to the award of the contract.
- (d) The decision of the Owner’s governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.
- (e) Submission of a protest to and receipt of a decision from the Owner’s governing board or other governing body shall be considered an administrative remedy and failure to follow this procedure shall be a bar to any legal action.

34. CONTENTS OF BID

The bid will include the following documents and any other documents specified by Owner: Bid Form, Substitution Listing, Bid Bond or other Bid Security, Information Required of Bidders, Non-Collusion Affidavit, List of Subcontractors, Suspension and Debarment Certification and Iran Contracting Act Certification.

35. TIMELINE

RFP Published:	January 21, 2026
	January 28, 2026
RFPs Due:	February 19, 2026
Evaluation of RFPs	February 20, 2026
Award of Contract	March 9, 2026
Contract Documents Due:	March 18, 2026
Delivery of Goods (on or before)	June 30, 2027

36. QUESTIONS

Any questions or clarifications concerning this Request for Proposal (RFP) should be submitted **before 1:00 PM on February 19, 2026** to: Jahad Suboh, 1405 12th Avenue, Delano, CA 93215 or jsuboh@duesd.org

EXHIBIT A

SCOPE OF WORK

The District is seeking proposals from qualified vendors to provide, configure and deliver Multi-Gig Network switch, power supply, and cloud license to complement existing Aruba Network infrastructure. 80 HPE Aruba 6200M 36G 12SR5 (48 Port) Class6 PoE 4SFP+ Switch (R8Q71A), 80 Aruba Switch Power Supply (JL087A), 15 Aruba 10G SFP+ DAC Cable (J9281D), 80 5 Year Aruba Central Cloud Switch Licenses and labor to setup and configure switches.

In Addition, the District is also seeking Uninterruptible Power Supply (UPS) Equipment Tripp Lite Lithium Battery UPS Rack Units and Tower UPS. 62 Tripp Lite SmartPro UPS (SMART1500RM2UL) Lithium-Ion 1500VA Rack Mount or functionally identical equipment, UPS Capacity: 1500VA minimum, Form Factor: 2U rack mount, Battery Type: Lithium-ion, Rack Compatibility: Standard 19-inch rack, WEBCARDLXE Network Management Card, Maximum Depth: No greater than 19.75 inches, Input/Output Voltage: 15Amp Standard North American (120V), Network/IT Use: Suitable for network switches, routers, and related equipment Certifications: UL listed or equivalent safety certification. 9 Tripp Lite series SmartOnline (SU1500XLCD) 1500VA Tower UPS or functionally identical equipment, Capacity: 1500VA minimum, Form Factor: Tower, Rack Compatibility: Standard 19-inch rack, WEBCARDLXE Network Management Card, Maximum Depth: No greater than 17.5 inches, Input/Output Voltage: 15Amp Standard North American (120V), Network/IT Use: Suitable for network switches, routers, and related equipment Certifications: UL listed or equivalent safety certification.

The District is looking to extend its existing Network capabilities utilizing existing infrastructure of electronic equipment already in place in the district. All new equipment will be documented by vendor in an excel spreadsheet with district purchase order number, product description, manufacture part number, serial number, district asset tag number (tag will be provided by District), IP address, install location, and any configuration documentation the district requires. All documentation will be provided to district upon completion and project sign off. Project will be contingent on E-Rate funding.

District has a converged network environment encompassing VoIP, Data, Video, and Wi-Fi Utilizing Aruba Network Switches and Wi-Fi Access Points. Awarded vendor should have experience working with converged networks. **Vendor will Configure and Deliver to the Delano Union School District Technology Department.** Vendor is asked to work with District when configuring existing networking hardware located on site.

EXHIBIT A
Scope of Work- Equipment Specifications
BIDDER MUST BE ABLE TO CONFIGURE AND
DELIVER ALL ITEMS TO DELANO UNION SCHOOL
DISTRICT ON OR BEFORE June 30, 2027

Item 1:

Quantity: 80

Description/Model: HPE Aruba 6200M 36G 12SR5 (48 Port) Class6 PoE 4SFP+ Switch (R8Q71A) or functionally identical equipment. 5 Year Aruba Cloud License, and Cloud Configuration to complement existing Aruba Cloud Management System matching existing VLANs, Settings and Naming Scheme.

Item 2:

Quantity: 80

Description/Model: Aruba Switch Power Supply (JL087A) or functionally identical equipment.

Item 3:

Quantity: 15

Description/Model: Aruba 10G SFP+ DAC Cable (J9281D) or functionally identical equipment.

Item 4:

Quantity: 80

Description/Model: 5 Year Aruba Central Cloud Switch License or functionally identical equipment.

Item 5:

Quantity: 1

Description/Model: Labor – Configure new Switches to existing VLANs, Settings and Naming Scheme. Configure Aruba Cloud for up to 12 schools and District with existing VLANs, Settings and Naming Scheme.

Item 6:

Quantity: 62

Description/Model: Tripp Lite SmartPro UPS (SMART1500RM2UL) Lithium-Ion 1500VA Rack Mount or functionally identical equipment, UPS Capacity: 1500VA minimum, Form Factor: 2U rack mount, Battery Type: Lithium-ion, Rack Compatibility: Standard 19-inch rack, WEBCARDLXE Network Management Card, **Maximum Depth: No greater than 19.75 inches**, Input/Output Voltage: 15Amp Standard North American (120V), Network/IT Use: Suitable for network switches, routers, and related equipment Certifications: UL listed or equivalent safety certification

Item 7:

Quantity: 9

Description/Model: Tripp Lite series SmartOnline (SU1500XLCD) 1500VA Tower UPS or functionally identical equipment, Capacity: 1500VA minimum, Form Factor: Tower, Rack Compatibility: Standard 19-inch rack, WEBCARDLXE Network Management Card, **Maximum Depth: No greater than 17.5 inches**, Input/Output Voltage: 15Amp Standard North American (120V), Network/IT Use: Suitable for network switches, routers, and related equipment Certifications: UL listed or equivalent safety certification

EXHIBIT B BID FORMS

BID FORM

Name of Bidder:

RFP Number: RFP 2026-002 Network Infrastructure Equipment

To: Delano Union School District, referred to as "OWNER."

A. In compliance with your Notice to Bidders and related documents, the undersigned bidder, having familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, and the drawings and specifications and other contract documents proposes and agrees to perform the contract within the time stipulated, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility, and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the above-referenced project, within the time limits set for completion of all work, all in strict conformity with the drawings and specifications and other contract documents, including Addenda Nos. _____ on file at the office of OWNER for the sum of:

_____ dollars (written in words)

\$ _____ (written in numbers)

B. The bidder agrees that upon written notice of acceptance of this bid, Bidder will execute the contract and provide all bonds and other required documents within 10 working days after contract award.

C. Attached is bid security not less than 10 percent of the bid, in the amount of \$ _____ in the form of (cash) (bid bond) (cashier's check). Circle one

D. The entire bid shall remain open and active for 60days after bid opening.

E. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the Bidder after the opening of the bid, and within the time this bid is required to remain open, or an any time after that before this bid is withdrawn, the Bidder will execute and deliver to OWNER the Purchase Contract and will also furnish and deliver to OWNER any required bonds specified, certificates of insurance, and other required documents.

- F. It is understood and agreed that should the Bidder fail or refuse to return executed copies of the Purchase Contract, bonds, insurance certificates, and other required documents to OWNER within the time specified, the bid security shall be forfeited to OWNER.

- G. The undersigned hereby declares that all of the representations of this bid, including all documents comprising the bid package, are true and made under penalty of the perjury laws of the State of California.

INDIVIDUAL/DBA

Signature _____

Print Name:

Business Address:

Date:

Telephone:

PARTNERSHIP

Partnership Name:

Signed by: _____, Partner

Print Name:

Business Address:

Date:

Telephone:

Names of Other Partners

CORPORATION

Corporation Name:
(State of Incorporation)

a, _____ Corporation

Business Address:

Date:

Telephone:

By _____ [Required] (Seal)
(President/Chief Executive Officer/Vice President) [Circle One]

Print Name: _____

By: _____ [Required]
(Secretary/Treasurer/Chief Financial Officer/Assistant Treasurer) [Circle One]

JOINT VENTURE

Joint Venturer Name:

Signed by: _____ (Joint Venturer)

Print Name:

Business Address:

Date:

Telephone:

Other Parties to Joint Venture:

If an individual joint venture: _____ (Signature)
Print Name:

If a DBA joint venture: By _____ (Signature)

If a partnership joint venture: By _____ (Name)

Signed by: _____, Partner
Signature

Print Name:

If a corporation joint venture: _____ [Seal]

(Name)
a Corporation (State of Incorporation)

Signed by: _____

Print Name:

Title:

SUBSTITUTION LISTING

4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted.

SIGNATURE MUST BE IDENTICAL
TO THAT PROVIDED ON BID FORM

BIDDER:

By: _____

Print Name:

BID BOND

IF USED BY BIDDER, MUST BE COMPLETED AND SUBMITTED WITH BID

PROJECT TITLE/BID #: RFP 2026-002 Network Infrastructure Equipment
OWNER: Delano Union School District

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the _____ (referred to as Owner) in the sum of _____ percent of the total amount of the bid of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated _____, 20____, for: \$ _____.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within 60 days after said opening; and if the Principal is awarded the contract, and shall within the specified period, or if no period is specified, within five working days after the award of the contract, enter into a written contract with the Owner in accordance with the bid as accepted and give bonds 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 of labor and materials used for the performance of the contract, provide certificates evidencing the required insurance is in effect (in the amounts required in the contract documents), and provide any other documents required under the contract documents to be submitted at the time the contract is executed, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

The 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 bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation 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 or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

DATED:

PRINCIPAL

By: _____

Title:

DATED:

SURETY

By: _____

Title:

Note: Signatures of those executing for the Surety must be properly acknowledged.

INFORMATION REQUIRED OF BIDDERS

The Bidders shall furnish all of the following information accurately and completely. Failure to comply with this requirement may cause your bid to be deemed non-responsive. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Bidder's firm and/or any of its owners, officers, directors, shareholders, parties or principals.

Please be advised that the District may request verbal or written clarifications or additional information.

1.) How many years has your firm been in business under its present business name?

_____.

2.) How many years of experience does your firm have providing similar services?

_____.

3.) To how many public agencies has your firm provided similar services?

_____.

4.) Please list the public agencies, including School Districts, for which your firm has provided similar services:

5.) Please attach a brief history of the company, including the number of employees, and any certifications or licenses held.

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT TITLE/BID #: RFP 2026-002 Network Infrastructure Equipment
OWNER: Delano Union School District

The undersigned declares:

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Contractor:

By _____

Title:

Signature: _____

Print Name Above

Print Title Above

[SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]

**List of Subcontractors
TO BE SUBMITTED WITH BID**

PROJECT TITLE: BID #: **RFP 2026-002 Network Infrastructure Equipment**
OWNER: Delano Union School District

A. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following sections) and any amendments to the Act, each Bidder shall set forth below:

1. The name, location of the place of business California contractor license number and DIR registration number of:

a. Each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under the Construction Agreement;

b. Each subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and/or installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Bidder's total bid or Ten Thousand Dollars (\$10,000), whichever is greater;

2. The portion of the work which will be done by each subcontractor.

B. The Bidder shall list only one subcontractor for each such portion as is defined by the Bidder in this bid.

C. If the Bidder fails to specify a subcontractor, or if the Bidder specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the Bidder's total bid, the Bidder shall be deemed to have agreed that the Bidder is fully qualified to perform that portion, and that the Bidder alone shall perform that portion.

D. No Bidder whose bid is accepted shall (i) substitute any subcontractor, (ii) permit any subcontractor to be voluntarily assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Bidder's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

E. Violations of any provision of the Subletting and Subcontracting Fair Practices Act may be deemed by the OWNER to make the bid non-responsive and/or the Bidder non-responsible.

