

RFP-04-24-25



**IT Network Equipment Upgrade Project for
E-Rate Category 2**

FOR

Districtwide

January 31, 2025

**EAST SIDE UNION SCHOOL DISTRICT
REQUEST FOR PROPOSALS (RFP) #04-24-25
IT NETWORK EQUIPMENT UPGRADE PROJECT FOR E-RATE CATEGORY 2**

NOTICE IS HEREBY GIVEN that, pursuant to Public Contract Code section 20118.2, East Side Union High School District ("District"), acting by and through its Board of Trustees, will receive up to, but not later than **3:00 p.m. on February 28, 2025**, sealed written proposals for the award of contract for: **RFP #04-24-25 – IT Network Equipment Upgrade Project for E-Rate Category 2 Products.**

Proposals will be received at PlanetBids.com, in accordance with the RFP.

Each proposal must conform and be responsive to the requirements of the RFP, a copy of which is now on the District website, at PlanetBids.com.

Interested Vendor should direct questions in writing to PlanetBids.com, before **February 14, 2025**, at **3:00 p.m.** Please reference RFP #04-24-25 in the subject line. Answers to questions and any addenda, as needed, will be posted on PlanetBids.com and in the E-Rate EPC website on the date specified in the RFP schedule.

This is an E-rate RFP and a Service Provider Identification Number(s) (SPIN) will be required. Vendor must participate in the E-Rate Program and must provide a SPIN and Federal Registration Number (FCC-FRN) with their proposal.

The District reserves the right to waive any informalities or irregularities in received submittals. The District also reserves the right to reject any or all submittals and to negotiate contract terms with one or more Vendor for one or more work items. The District retains the sole discretion to determine issues of compliance and to determine whether a Vendor is responsive, responsible, and qualified.

RFP SCHEDULE SUMMARY

The District anticipates the below general schedule/milestones; however, this is not a schedule-based contract. These dates are approximate and may change due to project phasing and/or financing issues. The selected firm shall provide a schedule that demonstrates achievement of services within these overall time frames, but may modify intermediate dates to fit the proposing firm’s methodology.

DATE	ACTION ITEM
January 31, 2025	Release of RFP.
Week of January 31, 2025	First advertisement of RFP in trade journal and local newspaper.
Week of February 7, 2025	Second advertisement of RFP in trade journal and local newspaper.
February 11, 2025, starting @ 9:00 A.M.	Nonmandatory Job Walk *Site 1: Santa Teresa Site 2: Oak Grove Site 3: Silver Creek Site 4: Piedmont Hills
February 14, 2025, at 3:00 P.M.	Last day to receive written questions from Vendors.
February 25, 2025	Last day for District to issue addenda to answer questions/clarifications.
February 28, 2025, at 3:00 P.M.	Deadline for submissions in response to RFP.
Not Applicable	Release of shortlist of qualified Vendors and interview notifications.
Not Applicable	Interviews of qualified Vendors.
March 20, 2025	Notice to selected developer to commence contract negotiation.

The District reserves the right to change the dates on the schedule without prior notice.

*A nonmandatory multi-site walkthrough will be held on Tuesday, February 11, 2025, from 9:00 AM to 1:00 PM (PST) starting at Site #1. All vendors must meet and sign-in in front of the Administration Office.

Site 1) Santa Teresa High School, 6150 Snell Avenue, San Jose, CA 95123

Site 2) Oak Grove High School, 285 Blossom Hill Road, San Jose, CA 95123

Site 3) Silver Creek High School, 3434 Silver Creek Road, San Jose, CA 95121
Site 4) Piedmont Hills High School, 1377 Piedmont Road, San Jose, CA 95132

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**EAST SIDE UNION HIGH SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSALS
IT NETWORK EQUIPMENT UPGRADE PROJECT FOR E-RATE CATEGORY 2**

I. INTRODUCTION

California enacted Prop 35 in 2000 and it requires a competitive selection process for hiring Consultants. Accordingly, the Board of Trustees of the East Side Union High School District ("District") has determined that consultants, who wish to do business with the District, should submit proposal to participate in this request.

The District was established in 1950 and serves over 24,000 students in grades 9-12 at 12 comprehensive high schools, five alternative education sites, seven child development centers, and six independent charter schools. The District offers a robust career technical education program through its magnet programs, CA Academies, and an ROP JPA. The Adult Education Program serves an additional 8,100 students. The District has the fourth largest high school enrollment in the State and the largest in Northern California.

Located in the City of San Jose, Santa Clara County (Silicon Valley), the District encompasses 180 square miles, which geographically parallels approximately 14 miles of the East Foothills of the Valley. Within the East Side community of San Jose, there are approximately 161,092 households with a population of 574,502 residents. Seven feeder elementary districts send students to District. The equitable community of this urban school district prides itself on its ethnic and cultural diversity. It is considered an ideal community because of its appealing climate, geographical location, and proximity to cultural centers and numerous institutions of higher learning.

Proposition 39 Measures G, E, I, I – Ed Tech, Z, and N

In 2002, voters in the District approved Bond **Measure G** in the amount of \$298 million for the purpose of modernizing existing school facilities and building new facilities to support the changing needs of K-12 education in the District. A substantial portfolio of projects has been completed under Measure G, with seven active projects to be completed.

In 2008, voters in the District approved Bond **Measure E** in the amount of \$349 million for the purpose of continuing the modernization of existing school facilities and building of new facilities to support the changing needs of K-12 education in the District. A substantial portfolio of projects has been completed under Measure E, with 30 active projects to be completed.

In 2012, voters in the District approved Bond **Measure I** in the amount of \$120 million for the purpose of continuing the modernization of existing school facilities and building of new facilities to support the changing needs of K-12 education in the District. A substantial portfolio of projects has been completed under Measure I, with 26 active projects to be completed.

In 2014, voters in the District approved Bond **Measure I – Ed Tech** in the amount of \$113.2 million for the purpose of improving educational technology equipment projects and supporting systems and software within the District, which includes increasing computer access, upgrading educational software, and keeping pace with 21st century technology

innovations while meeting the statewide testing requirements. To date, there are 12 active project categories to be completed.

In 2016, voters in the District approved Bond **Measure Z** in the amount of \$510 million for the purpose of continuing the modernization of existing school facilities and building of new facilities to support the changing needs of K-12 education in the District. Measure Z currently has 32 active projects to be completed.

In 2022, voters in the District approved Bond **Measure N** in the amount of \$572 million for the purpose of continuing the modernization of existing school facilities and building of new facilities, improving educational technology equipment projects, and supporting systems and software support the changing needs of K-12 education in the District. Projects are in the planning phase.

II. PROJECT DESCRIPTION AND SCOPE OF SERVICES

A. General

The District is seeking proposals from various technology vendors to submit competitive proposals for the delivery of network equipment at various buildings on twelve (12) high school campuses and related technology-related services, in accordance with Public Contract Code 20111, 20112 and 20118.2 ("Project"). This Request for Proposal ("RFP") defines the services sought from the various technology vendors and generally outlines the project requirements.

This project is for procuring network equipment for the East Side Union High School District, including wireless access points, network switches, related mounting hardware, and licenses for the associated equipment. The hardware the District is interested in purchasing is Cisco Systems, Inc. (or functionally equivalent). The District currently owns the necessary wireless infrastructure, including controllers, licenses, and integrated devices for security. This will necessitate that the equipment purchased are fully compatible with the existing infrastructure. The campuses that will receive this hardware includes:

- A. Andrew Hill
- B. Calero
- C. Evergreen
- D. Foothill
- E. Independence
- F. Mt. Pleasant
- G. Oak Grove
- H. Piedmont Hills
- I. Santa Teresa
- J. Silver Creek
- K. W.C. Overfelt
- L. Yerba Buena

The District will be purchasing the hardware referenced in the attached Bill of Materials (BoM) and would also like to have the equipment mounted with the appropriate hardware for the locations listed. The vendor should include all costs of mounting the hardware in

various locations and environments. Some structures would be pole mounts, wall mounts, and hanging mounts. The appropriate mounting hardware should be provided. Patch cords and water mitigation should be considered when installing outdoor wireless devices. OSP custom length patch cords will be required for the outdoor locations. The District will push all configurations and vendor will provide the licensing.

For the network switches, in the BoM, the vendor will mount the hardware in various locations including a standard 7-foot CPI vertical rack, wall-mounted cabinets, and vertical-mounted cabinets. The District will patch all the devices in the IDFs and push all configurations on the devices.

The selected Vendor will be required to comply with the District's insurance requirements. This Project is funded in whole or in part with federal funds, and therefore the selected vendor shall comply with applicable reporting requirements such as **APPENDICES C-3** and **C-4**, and any other applicable requirements for federal funding. The selected vendor shall be required to work cooperatively with District staff, the Board of Trustees, all other technical consultants, if any, and the community at large to deliver a timely and professional completion of the Project.

The Project is further defined in **EXHIBIT A** of the attached **APPENDIX B**, along with the District's budget and schedule for the Project. Vendors' proposal shall include Vendor's proposed fees and costs to perform the Project if the Vendor is awarded the contract.

The District intends to select one Vendor that best meet the District's needs to perform the Project. The criteria on which the District makes its determination will be based on the District's adopted best value methodology and criteria provided in this RFP.

Submission of a completed and signed proposal will be interpreted to mean that the Vendor has thereby agreed to all conditions, instructions, descriptions, and specifications contained herein. Vendors shall thoroughly examine and be familiar with the specifications of this RFP. If a Vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP or any of its attachments, they shall immediately notify District of such error in writing and request modification or clarification of the document. Modifications will be made via addenda. Addendum will be posted to the PlanetBids website, without divulging the source of the request. The failure or omission of any Vendor to receive or examine any RFP document(s), forms, instruments, addendum, or other documents that exist shall in no way relieve any vendor from obligations with respect to this RFP or to the contract.

If a Vendor fails to notify the District, prior to the date fixed for submission of proposals, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall submit proposals at their own risk, and if they are awarded the contract, they shall not be entitled to additional compensation or time by reason of the error or its later correction.

District reserves the right to add or delete related items from the contract at any time during the period of the contract. District reserves the right to cancel immediately any awarded contract for any reason determined by District to be detrimental to the health and welfare of the students and school personnel or that seriously affects the quality of the service. District will hold the Respondent in default if they have caused such condition to arise. Failure to comply with any of these requirements will be sufficient cause for the cancellation of the contract.

If applicable, Vendor who are submitting a proposal to the District must indicate deviations in a separate specification sheet attached to the proposal.

In the event of any conflicts or ambiguities between these instructions and State or Federal laws, regulations or rules, then the latter shall prevail.

The Vendor's completed proposal shall be clear and concise. It shall demonstrate fully that the Vendor has considerable experience and expertise, in addition to the knowledge of the requirements to consult for the District.

No Vendor may withdraw any proposal for a period of ninety (90) calendar days after the date set for the proposal submittal deadline. A successful Vendor shall not be relieved of the proposal submitted without the District's consent, which relief the District may grant or deny in its discretion.

B. Scope of Work

Although the final scope of work will be negotiated in the executed contract, the selected Vendor will provide certain professional services for various District systems. This includes standard asset tagging using customer-provided tags, warehousing, and delivery to designated District sites.

SETUP SERVICES

To be completed offsite.

RECEIVING AND WAREHOUSING: Vendor will receive and warehouse systems of multiple configurations and customer-provided asset tags. Inventory will be shipped directly to the vendor. District is responsible for shipping the respective asset tags (type/quantity) to the vendor's facility in conjunction with each equipment purchase.

LOGISTICS AND PROJECT MANAGEMENT: Vendor will supply all logistics and project management for the project items covered under this contract.

STANDARD BAR-CODED ASSET TAGS: Before delivery to District, the vendor will apply a customer-provided, bar-coded asset tag to each computer per District specifications. The exact location of asset tags will be emailed to Vendor.

NETWORK EQUIPMENT REQUIREMENT: All equipment and supporting components must be new. Used or refurbished items will not be accepted by the District. All components and associated labor not eligible for E-rate funding must be provided in a separate quote.

PACKAGING NETWORK EQUIPMENT FOR DELIVERY: Vendor will return network equipment to finished goods boxes with all packaging. Accessories remain in the finished goods boxes, but software and manuals can be aggregated by model.

EQUIPMENT BREAKDOWN:

Vendor teardowns existing network equipment devices ahead of the new installations. Equipment will be moved to a location identified by District staff.

INSTALLATION/SET UP:

Vendor will be responsible for taking the systems out of the finished goods boxes, placing them on tables, assembling the power cords, plug-in cables, bundling loose cables, set-up connections to the network, and verifying functionality. Packing materials would be kept and thrown away by the vendor. Deliveries will arrive on-site within 72 hours of the request.

ASSET DATABASE:

Within five (5) business days after project completion, Vendor will provide an electronic spreadsheet "Asset Database" copy of all items deployed in PDF and editable version. Report to include some or all of the following fields to be chosen by the District representative:

1. Asset Tag Number
2. Product Description
3. Product Serial Number
4. Product Manufacturer Name
5. Product Part Number
6. Date of Purchase
7. Vendor Name/Number
8. Purchase Order Number
9. School Site
10. Location/room number
11. Employee Name, if applicable
12. Product Unit cost/item, including sales tax
13. Computer Ethernet MAC address
14. Computer Wireless card MAC address
15. Services Purchase Order Number

DEAD ON ARRIVAL (DOA) PROCEDURE: Vendor will identify any malfunctioning or DOA Equipment before District delivery and give repair information to the manufacturer's representative so that the manufacturer can replace or repair any defective systems before delivery to District.

The asset report will also reference any hardware found in the DOA. Vendor will be responsible for updating the Asset Database upon receipt of DOA replacements.

DISTRICT RESPONSIBILITIES:

1. Designate a Project Manager to work with Provider.
2. Project Manager will provide images, spreadsheets required, asset tags, approvals, be the main point person for all communications and

provide an authorized signature on the Vendor Confirmation of Acceptance of Services document at end of project.

3. Designate a Logistics Coordinator who will provide installation information and an overview map of the delivery site with the single delivery location marked.
4. Designate a Site Coordinator who will provide a clear parking area at the single delivery site for the Provider's delivery vehicles.
5. Site Coordinator will assure freight elevators will be available for use if there are deliveries to floors other than ground.
6. Provide a district-based representative to sign an acceptance document receipt when delivery is completed at the single sites.

RESOLUTION: Provider will perform conference calls as necessary and coordinate to resolve delivery and technical issues with Vendor and District personnel.

INSURANCE: Provider will carry the necessary insurance to insure all Vendor products received prior to and during transportation to the designated school site. Provider will provide Proof of Insurance to District upon request.

COMPLETION: Provider's Site Management will coordinate completeness of installation and verify all agreed upon installation procedures were followed with Vendor and District designated personnel.

C. District Project Management Description

District's Board of Trustees will be responsible for making final decisions, but the Superintendent will be responsible for day-to-day decisions and may designate a project manager who will be the primary point of contact between the selected Vendor and the District.

D. Form of Agreement

Selected Vendor must be able to execute the District's Independent Contractor Agreement for Technology Equipment and Related Non-Construction Services ("Agreement"), attached to this RFP as **APPENDIX B**.

E. Notice to Proceed

This project is contingent on funding from the E-rate program. As such, the District will not issue a Notice to Proceed until a copy of the approved Funding Commitment Decision Letter (FCDL) has been received from USAC and a Form 486 "Receipt of Service Conformation" has been filed. Contractor will not be permitted to commence work, unless otherwise directed by the District, until a Notice to Proceed has been issued. The District is not responsible for costs incurred by the Service Provider prior to receiving a Notice to Proceed.

F. Indemnity

Vendors must acknowledge that they have reviewed the District's indemnity provision set forth in the Agreement and must agree to the indemnity provision and confirm in writing that, if given the opportunity to contract with the District, the Vendor has no substantive objections to the use of the District's standard indemnity provision.

G. Insurance

Vendors must acknowledge that they have reviewed the District's insurance limits set forth in the Agreement and must agree that, if given the opportunity to contract with the District, the Vendor has no substantive objections to the proposed insurance limits for the Project. Selected Vendor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Selected Vendor shall not allow any employee or subcontractor to commence work on any contract or any subcontract until the proof of insurance required of the developer or subcontractor has been provided to and accepted by the District.

III. FULL OPPORTUNITY

No Vendor will be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status in any consideration leading to the award of the contract. The District also affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), and Disabled Veterans Business Enterprises ("DVBE") shall be afforded full opportunity to respond to this RFP.

IV. LIMITATIONS

This RFP is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFP. All decisions concerning selection of the Vendor will be made in the best interests of the District. The awarding of the contract pursuant to this RFP, if at all, is at the sole discretion of the District.

The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFP.

Proposals and any other supporting materials submitted to the District in response to this RFP will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Vendor have completed negotiations and entered into an Agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Vendor or other party as a result of any public disclosure of any proposal.

V. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting in response to this RFP, nor any

officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract with any member of the District, Board of Trustees, or selection members. Any such contact shall be grounds for the disqualification of the Vendor submitting a proposal.

VI. E-RATE AND CALIFORNIA TELECONNECT FUND PROJECT

The District has posted an E-Rate Form 470 application for this Project. The application form #250017715 is associated with this RFP.

The District is dependent upon E-rate and District funding to acquire the Project identified in this RFP. The Project is contingent upon the approval of E-rate funding from the Universal Service Fund's Schools and Libraries Program. Failure to obtain the requisite E-rate funding, in any contractual year, will make any contract, resultant from this RFP, terminable at the option of the District.

E-Rate Requirements:

- a. All Vendors must be participants in the E-rate program and must provide their E-rate Proposer Identification Number(s) (SPIN) as part of the response. Instructions on how to obtain a SPIN can be found at the Universal Services Administration Company (USAC) web site at: <http://www.USAC.org>. Vendors must acquire a SPIN and provide it to the District with the proposal or the proposal will be null and void.
- b. Vendors are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- c. Vendors are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the proposal is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Vendors are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential Vendor found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Vendor's sustained Red Light Status may be grounds for contract termination as it could prohibit the Vendor from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html
- e. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- f. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- g. Vendor must provide the District a bill of materials using a completed USAC bulk upload template (formerly known as "Item 21 Attachment") at the

time of submission of the RFP. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

h. All proposals submitted must include a validated bulk upload template (formerly known as "Item 21 Template") using USAC's latest template.

i. ALL bulk upload templates (formerly known as "Item 21 Attachment") must be submitted individually for each site.

j. All ineligible allocations on eligible must be clearly included in your proposal and in the bulk upload template (formerly known as "Item 21 Attachment")

k. Ineligible items and features must be clearly included in your proposal and in the bulk upload template (formerly known as "Item 21 Attachment").

l. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Vendor is expected to reply within three (3) days to questions associated with its proposal.

m. The awarded Vendor is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>.

n. Vendors must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.

VII. SUBMITTAL FORMAT

A. Format

Proposal must be in 8½ x 11-inch format with font no less than 11-point font size. Proposals shall include boldface headers based on the below Tabs (e.g. the first tab would be entitled "Executive Summary," the second tab would be entitled "Table of Contents," etc.) Each proposal shall not contain more than thirty (30) single-sided pages, and excluding front and back covers, tabs, certificates of insurance, detailed schedule charts, and Comments to the Form of Agreement (Tab 11). Proposals containing more than the authorized number of pages will not be considered.

Any Vendor failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.

B. General Overview

Each proposal shall include a description of the type, technical experience, backgrounds, qualifications and expertise of the Vendor. The description shall show that the Vendor possesses the demonstrated skills and professional experience to perform the general functions of the Project and fulfill the goals and vision of the District for the Project. Proposals shall describe in detail the Vendor's methods and plan for carrying out the Project. Included in this information must be a description of scheduling and logistics based on timelines and

information provided by the District in this RFP. Describe the Vendor's approach to the Project, including any creative methodology and/or technology that the Vendor uses or unique resources that the Vendor can offer to the District and Project. The District reserves the right to request that Vendors supplement or modify all or certain aspects of their proposals or other documents or materials submitted.

C. Contents

Vendor shall comply with the following requirements for its proposal:

1. TAB 1 – Executive Summary (max. 1 page)

This should be an overview of the entire proposal with a description of the general approach and/or methodology the Vendor will use to meet the goals and fulfill the general functions as set forth in this RFP.

2. TAB 2 – Table of Contents

This should be a complete and clear listing of the headings and pages to allow easy reference to key information.

3. TAB 3 – Cover Letter Identifying Vendor (max. 1 page)

This should be a letter of introduction signed by an authorized officer of the Vendor, addressed to Omar Gutierrez, Assistant Director of Information Technology and Computer Support. If the Vendor is a joint venture, duplicate the signature block and have a principal or officer sign on behalf of each party to the joint venture. The letter shall also include:

- a. Vendor's name.
- b. Address, include any branch office address and point of contact.
- c. Telephone number.
- d. Facsimile number.
- e. E-Mail address.
- f. Identify team.
- g. Vendor must include evidence that Vendor is legally permitted and properly licensed to conduct business in the State of California.
- h. Clearly identify the individual(s) who are authorized to speak for the Vendor during the evaluation process.
- i. Vendor must include one (1) of the follow statements:
 - i. "[INSERT VENDOR'S NAME] received a copy of the District's form of Contract Services Agreement ("Agreement") attached as APPENDIX B to this RFP. [INSERT VENDOR'S NAME] has reviewed the Agreement, including the indemnity provisions and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT VENDOR'S NAME] has no objections to the use of the Agreement."

OR

- ii. “[INSERT VENDOR’S NAME] received a copy of the District’s form of Contract Services Agreement (“Agreement”) attached as APPENDIX B to this RFP. [INSERT VENDOR’S NAME] has reviewed the Agreement, including the indemnity provisions and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT VENDOR’S NAME] has objections to the use of the Agreement, listed as follows: [IDENTIFY ALL OBJECTIONS].”
- j. Vendor shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- k. Vendor shall certify that no official or employee of the firm has ever been convicted of an ethics violation.
- l. Vendor shall sign and add the following language: “By virtue of submission of this proposal, [INSERT VENDOR’S NAME] declares that all information provided is true and correct.”

4. TAB 4 - Vendor Information

- a. A brief history of the Vendor. Please include any former names of the Vendor and the number of years the Vendor has participated in construction as a general contractor under each name. List any reasons for change or name or corporate structure.
- b. Organizational chart for Vendor. This shall include the names of all key personnel, joint venture partners, and sub-consultants with their titles and specific task assignments for the Project. Resumes of personnel to be involved with the Project should be included, including their school construction experience. The District’s evaluation will consider the entire team. Therefore, no changes in the Vendor’s composition will be allowed without prior written approval by the District.
- c. Identify up to three (3) persons who will be primarily responsible for working with the District and their respective roles and responsibilities. If Vendor is selected for an interview, the identified individuals must attend the interview and any required in-person presentations.
- d. Description of Vendor’s technical competence, including a description of in-house resources (e.g. computer capabilities, software applications, modeling programs, etc.), and Vendor’s ability to draw upon multi-disciplinary staff to address the services

required under the RFP. Service Providers must hold a valid and current manufacturers certification or equivalent for other manufacturers proposed. A copy of the certificate must be included in the proposal.

- e. Provide a statement regarding the Vendor's availability and resources.
- f. Provide a statement on financial resources, bonding capacity and insurance coverage.
- g. Provide a claims statement *for all resolved or ongoing claims*: Submit a statement indicating any and all suits or claims in which the Vendor or its personnel instigated a claim and/or litigation regarding construction projects within the past five (5) years and indicating any and all claims in which claims and/or litigation have been pursued against the Vendor or its personnel. For each listed claim and/or litigation: state the issues in the claim and/or litigation, the status of the claim/litigation, the names of the parties involved, and the outcome, if any.

Vendor's claims statement **must** include resolved *and* ongoing claims. Vendor's claims statement **must** include claims history for Vendor *and* its personnel, as well as Associated Firms.

"Associated Firms" are businesses, corporations, companies, partnerships, or other entities associated with Vendor and/or its personnel (e.g., firm name changes, association as prior owner, general partner, limited partner, or other officer).

- h. Provide signatory status.
- i. Location of nearest local office and main office, if different.
- j. Certificate(s) of Insurance identifying the firm's current insurance coverages.
- k. Provide Conflict of Interest Statement (**APPENDIX A.**)
- l. Provide Non-Collusion Declaration. (**APPENDIX C-1.**)
- m. Provide Iran Contracting Act Certification, **If Applicable** (**APPENDIX C-2.**)
- n. Provide Federal Debarment Certification (**APPENDIX C-3.**)
- o. Provide Byrd Anti-Lobbying Certification (**APPENDIX C-4.**)
- p. E-Rate Equipment List (**APPENDIX D**)
 - i. Manufacturers with equivalent functionality can be quoted however all options must be compatible with existing infrastructure.

5. TAB 5 – Methods and Strategic Plan

Provide a narrative of the proposed solution including a description of budgeting, cost, and quality control methods that your firm employs. Detail discussion of the method and strategic plan for carrying out the project(s) including:

- a.** Provide the narrative of the proposed solution. Clearly state understanding of the business problem presented by this RFP and the response to mandatory and desired technical specifications in the exact order in which the performance criteria is presented in the RFP.
- b.** Vendor should offer a complete listing of all Manufacturer Maintenance Plans available, by product category, to include but not necessarily be limited to: drop shipped advanced replacements of parts, software patches and revisions issued to resolve known defects or vulnerabilities, access to online and live body technical assistance, advanced replacement of parts which requires installation/software configuration support to facilitate replacement.
- c.** Must provide information regarding location of technical support staff. The location of the technical support staff will be taken into consideration; we would prefer they are located within North America.
- d.** Must be capable of providing pre-sales engineering support either onsite or long distance as needed.
- e.** Must have the ability to bring in major vendor technical representatives via teleconference as needed.
- f.** Product warranty and description information. Manufacturer's multi-year warranty for a period of up to three years may be included in the cost of the component.
- g.** Manufacturer's warranty must be valid and verifiable.
- h.** Detailed discussion of costs related to fees, general conditions, insurance, supervision, and management of the scope of work.

6. TAB 6 – Prior Relevant Experience

Description of the Vendor's experience with respect to the areas of public schools or city projects of similar size over the past five (5) years where E-Rate Category 2 Internal Connections funds must have been used on at least two (2) of these projects. Specifically, please provide a list of completed or ongoing projects the Vendor has been involved with for the past five (5) years. Within that list:

- a.** Identify and include discussion of Vendor's experience with projects performed in an occupied building and/or immediately adjacent to an occupied building and/or campus.
- b.** Identify whether the project is completed or ongoing.

- c. Identify if any of the projects had phased completion.

For the projects listed, above, be sure to also include the following information:

- a. Project's name and description;
- b. Firm's role;
- c. Award and completion dates;
- d. Project's initial contract price and final contract price;
- e. Amount of fees received;
- f. Staffing, including Vendor's team members, subcontractors and consultants;
- g. Relationship with owner/client;
- h. References: Provide a contact name, telephone number and email address for the owner; and
- i. Discussion of claims, demands, and/or litigation arising from the project and involving the Vendor, and resolution of the same.
- j. Include examples of other similar projects.

7. TAB 7 – Contracting History

If any of the following have occurred, please describe in detail the circumstances of each occurrence:

- a. Failure to enter into a contract or professional services agreement once selected.
- b. Withdrawal of a proposal or bid as a result of an error.
- c. Termination or failure to complete a contract.
- d. Debarment by any municipal, county, state, federal, or local agency.
- e. Involvement in litigation, arbitration, or mediation, whether concluded or ongoing.
- f. Conviction of the Vendor or its principals for violating any state or federal antitrust laws by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of any other federal or state law related to bidding or performance of services.
- g. Knowing concealment of any deficiency in the performance of a prior contract.
- h. Falsification of information or submission of deceptive or fraudulent statement in connection with a contract.
- i. Willful disregard for applicable rules, laws, or regulations.

- j. Failure to disclose information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. Information regarding any of the above may be considered in determining the suitability of Vendor to perform the needed services. Accordingly, Vendor may describe mitigating factors as part of description of any of the above.

8. TAB 8 – Pricing and Contingency

Fee proposal shall include hourly billing rates by position (proposed); staffing plan (proposed); and reimbursable schedule (proposed). Proposal shall provide a Schedule of Rates (“SOR”) by position, by company entity, for each position proposed by your firm, whether you are submitting as a prime with subconsultant(s), or as joint venture or partnership. The SOR should identify proposed reimbursables by category. Travel and related expenses shall be reimbursed in accordance with the federal government Joint Travel Regulation.

The pricing will be evaluated based on the: (1) Vendor’s fee; (2) general conditions cost; (3) bonds and insurance percentage; (4) contingencies to be applied to errors and omissions; and (5) allowances, if any.

Proposals should include shipping/handling and all other eligible fees including California sales tax. All prices should include all labor and material costs, and any discounts offered and proposal prices are to be F.O.B. to various school sites.

9. TAB 9 – Insurance

Each Vendor must demonstrate that it can maintain adequate insurance as required herein. Therefore, each proposal must include a letter from the Vendor’s insurance company indicating its ability to provide insurance coverage on behalf of Vendor in accordance with the insurance requirements in **APPENDIX B**.

10. TAB 10 – Comments to Form of Agreement

Vendors must thoroughly review the Agreement attached to this RFP as **APPENDIX B** and confirm in writing that, if given the opportunity to contract with the District, Vendor has no substantive objections to the use of the District’s standard agreement. Vendor must also identify any term or condition of the Agreement that Vendor requests modifying, deleting, or adding. Vendors must set forth a clear explanation of what modification would be sought and specific alternate language. Comments on the form of Agreement will be excluded from the page count. ***If selected, Vendor will be precluded from negotiating changes that have not been identified in its RFP Packet.*** The District will review, but is not obligated to accept, any proposed changes.

II. SELECTION CRITERIA

A. Scoring

Proposals will be evaluated based on the following factors and score weight.

CRITERIA ITEM	DESCRIPTION	MAXIMUM POINTS
Price	Cost	35
Compatibility with Existing Infrastructure	Network compatibility	30
Experience	Comprehensive narrative of vendor's background and experience and must clearly state and demonstrate the firm's understanding of the work to be performed as contained in this RFP	25
Method/Strategic Plan	Description of budgeting, cost and quality control methods	10
<u>TOTAL: MAXIMUM 100 POINTS</u>		

Points shall be assigned based on:

- a. Information provided by the Vendor in their response;
- b. Information provided by the Vendor in response to District clarification questions;
- c. Information from reference checks;
- d. Experience and performance history of the Vendor with similar services;
- e. Experience and results of proposed personnel;
- f. Technical capabilities and track record;
- g. Value of services under proposed fees; and
- h. Overall responsiveness of the proposal based on:
 1. Completeness
 2. Thoroughness
 3. Accuracy
 4. Compliance with proposal instructions
 5. Organization and conciseness of descriptive text material

Based on these criteria, District staff assign points to each Vendor and then calculate the total points awarded to the Vendor. The more points, the higher the Vendor is ranked. The highest ranked Vendor reflects the best combination of price and qualifications for the Project.

B. District Investigations

Proposals will undergo a technical screening by District staff from Capital Purchasing and Information Technology, and will be assigned preliminary scores. District may perform investigations of Vendors that extend beyond contacting the references identified in the proposals.

C. Interviews

The District may invite some of the finalists to meet with a District selection committee. Key proposed Project staff will be expected to attend the interview. The interview will be an opportunity for the District selection committee to review the proposal, the firm's history, and other matters the committee deems relevant to evaluation with the firm. The interview will start with the firm presenting its proposal and its Project team. The finalists may be required to submit in advance of the interview a more detailed fee proposal. If requested, this fee proposal shall include all charges and costs proposed to be charged to the District, including rates for extra work.

Any comments or objections to the form of Agreement attached hereto as **APPENDIX B** to this RFP shall be provided in writing in the RFP Packet and may be the subject of inquiry at the interview. District reserves the right to accept, reject or negotiate requested revisions. Any comments or objections to the form of Agreement not provided in writing before the interview will not be entertained by the District.

D. Selection Process

RFP Packets shall be evaluated and the Project awarded in the following manner:

1. All proposals received shall be reviewed to determine those that meet the format requirements and the standards specified in RFP and in Public Contract Code section 20118.2.
2. District shall evaluate the qualifications of the Vendors based solely upon the criteria specified herein.
3. The District's Board of Trustees shall award the Project to the Vendor whose proposal is determined, in writing by the Governing Board, to be the best value to the District.
4. If the selected Vendor refuses or fails to execute the tendered proposed contract, the Board of Trustees may award the contract to another Vendor, if it deems it to be for the best interest of the District.
5. Notwithstanding any other law, upon issuance of a contract award, the District shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the District's contract award and the contract file shall provide sufficient information to satisfy an external audit.

E. Final Determination and Award

It is expected that the selection committee will make recommendations to District staff regarding the candidates and awarding the contract. The awarding of contract(s) is at the sole discretion of the District.

The District reserves the right to contract with any Vendor responding to this RFP for all or any portion of the work described herein and/or in an agreement offered to the entity, to reject any proposal as non-responsive, and/or not to contract with any firm for the services described herein. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFP.

The proposal, and any other supporting materials submitted to the District in response to this RFP will not be returned and will become the property of the District, unless portions of the materials are designated as proprietary at the time of submittal and are specifically requested to be returned. This RFP does not commit the District to negotiate an agreement with any proposing firm or individual.

Depending on proposals, project timelines, and available funding, the resulting contract is subject to E-Rate eligibility and timelines and will cover a period from approximately July 1, 2025 through September 30, 2027. The installation and implementation of the Project is to be completed on or before September 30, 2027 or through project completion.

With respect to this RFP, the District reserves certain rights at any time, as follows:

1. Reject any proposal without indicating any reason for such rejection;
2. All "SPAM" and/or "Robotic" responses will not be considered valid bids and will be disqualified.
3. Only bids that supply a complete solution will be evaluated, and partial bids will be disqualified.
4. Waive or correct any minor or inadvertent defect, irregularity, or technical error in a proposal, or in the RFP process, or as part of any subsequent contract negotiation;
5. Request that Vendors supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
6. Request that Vendors make an oral and/or written presentation if more information is deemed necessary;
7. Terminate this RFP and issue a new RFP;
8. Modify the selection process, the specifications or requirements for materials or services, or the content or format of the proposals;
9. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
10. Terminate failed negotiations with a Vendor without liability, and negotiate with or none of the Vendors;
11. Modify the final contract from terms described in this RFP;

12. Disqualify any Vendor on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other information available to the District;
13. Request that services be provided by certain staff of a Vendor, or request that certain staff of a respondent be excluded from providing services as determined by the District to be in its best interest;
14. Reject a Vendor's proposal where the Vendor is in breach of, or in default under, any other agreement with the District;
15. Award multiple contracts if it is deemed necessary to provide the specified services.
16. Costs of preparation of proposals will be borne by the Vendor.

III. SUBMISSION GUIDELINES

Vendors must submit the proposal through PlanetBids.com. Vendors seeking clarification of the proposal process should submit their questions in writing via PlanetBids.com. All responses to questions/clarifications will be posted to the PlanetBids website. If any addenda are issued, they too shall be posted to the PlanetBids website. It is the Vendor's responsibility to review PlanetBids for any responses and/or addenda.

Proposals or modifications not submitted through PlanetBids.com will not be accepted.

Each submittal must conform and be responsive to the requirements set forth in this RFP. The District reserves the right to waive any informalities or irregularities in the proposals. The District also reserves the right to reject any and all proposals and to negotiate contract terms with one or more Vendors. The District retains the sole discretion to determine issues of compliance and to determine whether a Vendor is responsive, responsible, and qualified.

The District hereby notifies all Vendors that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, no Vendor will be discriminated against on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status on consideration for the award.

By submitting a proposal in response to this RFP, the Vendor understands, agrees, and warrants:

1. That Vendor has carefully read and fully understands the information that was provided by District to serve as the basis for submission of this proposal.
2. That Vendor has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
3. That all information contained in the proposal is true and correct to the best of Vendor's knowledge.
4. That Vendor did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other vendors in regard to the amount, terms, or conditions of this proposal.

5. That Vendor did not receive unauthorized information from: Any District staff member or vendors during the Proposal period except as provided for in the Request for Proposal package, addenda thereto, or the pre-proposal conference, if applicable.

6. That by submission of this proposal, the Vendor acknowledges that District has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Vendor and Vendor hereby grants District permission to make said inquiries, and to provide any and all requested documentation in a timely manner.

7. That funding for any resulting contract is contingent on adequacy and availability.

8. To comply with District's insurance provisions, to provide appropriate indemnification for District and to hold District harmless from Vendor's performance of the contract.

WE THANK YOU FOR YOUR INTEREST IN THE DISTRICT'S PROJECT.



APPENDIX A

EAST SIDE UNION HIGH SCHOOL DISTRICT

Conflict of Interest Statement

(This form must be filled out, signed, dated and submitted by all persons seeking to serve as a Provider to the District.)

Board Policy 3600 of the East Side Union High School District provides in part:

"Independent providers applying for a Provider or public works contract shall submit a written Conflict of Interest Statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the Provider. The Superintendent or designee shall consider this statement when deciding whether to recommend the Provider's employment."

The Superintendent has determined that all persons seeking to serve as a Provider to the District shall fill out truthfully, sign, date and submit the Conflict of Interest Statement prior to performing any Provider work or services for the District.

I, _____ hereby certify the following:

(NAME OF PROVIDER'S DESGINEE)

1. I am not an employee of the District and no member of my immediate family¹ is an employee of the District.
2. Within the past 12 months, neither I nor any member of my immediate family¹ has been a member of the Board of Trustees of the District.
3. Neither I nor any member of my immediate family¹ has been a member of the District's Citizens Bond Oversight Committee for the District's Bond Program.
4. Within the past 12 months, neither I nor any member of my immediate family¹ has provided or made, and will not provide or make, any promise of any gift² of any kind (money, meals, goods, services, entertainment tickets, etc.), in-kind services, commission, or fully or partially expense-paid trips to any District Board Member, District employee or District Provider whose responsibilities include the selection of District Providers or the evaluation, supervision or oversight of District Provider (a "Responsible Employee³"), except:

¹ For the purpose of this Conflict of Interest Statement, the term "immediate family" includes and means parents, grandparents, great-grandparents, spouse, domestic partner, children, brothers, sisters, aunts, uncles, nieces, nephews, and similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced, and any member of your household from who you receive any rent or other monetary contribution or assistance.

² "Gifts" do not include promotional or advertising items such as calendars, desk pads, notebooks and other office items valued at less than \$25.00 and which are of the type usually offered by business concerns free of charge to all as part of their public relations programs.

³ Responsible employee includes employees of the District, members of the Board of Trustees, and Providers

Rev. 03.2023

EAST SIDE UNION HIGH SCHOOL DISTRICT
Conflict of Interest Statement

- 5. I do not employ or retain, and will not employ or retain, any current District Responsible Employee³ as a Provider, independent provider or employee during the term of my agreement with the District.
- 6. I am authorized to make, and do make, this certification on behalf of

(NAME OF ORGANIZATION)

The foregoing certifications are true and correct. I make this certification under penalty of perjury under the laws of the State of California.

PRINTED NAME OF DESIGNEE

PRINTED TITLE

SIGNATURE OF DESIGNEE

SIGNATURE DATE

APPENDIX B
Form of Agreement

[Exhibit Begins on Following Page]

**INDEPENDENT CONTRACTOR AGREEMENT FOR TECHNOLOGY EQUIPMENT
AND RELATED NON-CONSTRUCTION SERVICES**

This Independent Contractor Agreement for Technology Equipment and Related Non-Construction Services ("Agreement") is made and entered into as of the _____ day of _____, 2025, by and between the **East Side Union School District** ("District") and _____ ("Vendor"), (together, "Parties").

RECITALS

WHEREAS, Public Contract Code section 20118.2 ("Section 20118.2") authorizes procurement by competitive negotiation of technology, telecommunications, related equipment, software, and services;

WHEREAS, District's Board of Trustees made findings on January 9, 2025, determining that procurement of equipment and related non-construction services to refresh of District internal connections, complies with Section 20118.2 requirements, thereby authorizing competitive procurement of the same;

WHEREAS, District subsequently issued a Request for Proposals ("RFP") compliant with Section 20118.2 requirements and engaged in a compliant competitive procurement and evaluation of proposals received;

WHEREAS, Vendor was identified as the best value to District, consistent with the RFP's evaluation criteria and Section 20118.2; and

WHEREAS, Vendor is free from the control and direction of District in connection with the performance of the Services (as defined below), both under the Agreement and in fact; Vendor's Services are outside the usual course of District's business; and Vendor is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

NOW, THEREFORE, the Parties agree as follows:

TERMS

1. **Services.** Vendor shall provide professional services for District systems, including standard asset tagging using customer-provided tags, imaging, warehousing, and delivery as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Vendor shall commence providing services under this Agreement on July 1, 2025, and will diligently perform as required and complete performance by September 30, 2027, or through project completion unless this Agreement is terminated and/or otherwise cancelled prior to that time.

Time extensions may be granted upon mutual consent of all parties involved within the conditions of this bid, but not to exceed five (5) years.

3. **Validity of Agreement.** This Agreement shall not be a valid contract until it is executed by both Parties and approved or ratified by the District's Board of Trustees. Should Vendor begin performing Services in advance of approval by the Board of Trustees, any Services so performed in advance of the approval date will be provided at the Vendor's risk.
4. **Submittal of Documents.** Vendor shall not commence the Services under this Agreement until Vendor has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Other: _____

5. **Compensation.** District agrees to pay Vendor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$_____). District shall pay Vendor according to the following terms and conditions:

- 5.1. Vendor shall agree to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should District decide that it is in the best interest of District to file a Form 472, District will inform Vendor of its intent.
- 5.2. Vendor invoicing to USAC must be completed within 120 days from the last day of service. Should Vendor fail to invoice USAC in a timely manner, District will only be responsible for paying its non-discounted share.
- 5.3. Prices for the services shall remain unchanged for twelve (12) months following the effective date of the Agreement. The vendor shall have the right to request a price adjustment only ninety (90) days prior to the end of the contract term. During this 90-day period, the Vendor may submit a request in writing to District for a price adjustment that is consistent with and relative to price changes originating with and compelled by market trends and which changes are outside of the Vendor's control. Vendor must fully document its request, attaching to the request, without limitation, such market data, to support the requested adjustment. District may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the end of the next contract term.
- 5.4. In the event that Parties consent to time extensions, the following conditions for price adjustments shall apply:
 - 5.4.1. Prices bid herein may increase with the mutual consent of parties involved.
 - 5.4.2. The effective date of such increase shall be specified in writing by the District.
 - 5.4.3. All proposed price increases shall require the submission by Vendor of the national or regional published price list or printed notices of price changes.
 - 5.4.4. All purchase orders placed under this Agreement shall be delivered and invoiced at the price applicable at the time the order is placed, regardless of the actual delivery date.
- 5.5. Subject to sections 5.1 and 5.2, payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within thirty (30) days after Vendor submits an invoice to District for

Services actually completed and after District's written approval of the Services, or the portion of the Services for which payment is to be made.

- 5.6. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit B**. If hourly billing applies, the itemized invoice shall reflect the hours spent by Vendor in performing its Services pursuant to this Agreement.
- 5.7. If Vendor works at more than one site, Vendor shall invoice for each site separately.
6. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing services for District.
7. **Materials.** Vendor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Vendor or Vendor's agents, personnel, employee(s), and/or subcontractor(s), even if such Equipment is furnished, rented or loaned to Vendor by the District.
8. **Audit.** Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Vendor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Vendor shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor otherwise consents.
9. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor represents and warrants that Vendor is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the performance of the Services, both under the Agreement and in fact; (ii) performing Services are outside the usual course of District's business; and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained.

Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees. By checking the applicable box below, Vendor hereby represents and warrants to District the following:

- Vendor is and shall be a resident of the State of California or is otherwise exempt from withholding. To the extent an exemption is sought, Vendor will provide District with appropriate evidence including, without limitation, FTB Form 590. Vendor shall still be responsible for payment of all state and federal taxes.
- Vendor is not a resident of the State of California or otherwise not exempt from withholding, and Vendor authorizes District to withhold from all payments made to Vendor under this Agreement all taxes required to be withheld by law. (See, e.g., California Revenue & Taxation Code section 18661 et seq.)

10. Performance of Services.

- 10.1. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 10.2. **Certificates/Permits/Licenses/Registration.** Vendor and all Vendor's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 10.3. **Safety and Security.** Vendor is responsible for maintaining safety in the performance of this Agreement. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 10.4. **District Approval.** The Services provided herein must meet the approval of District. District may evaluate Vendor in any way District is entitled pursuant to applicable law, including, without limitation, announced and unannounced observance of Vendor, Vendor's employee(s), and/or subconsultant(s).

11. **District Remedies for Vendor Default.** If Vendor fails to furnish or deliver any materials, supplies, equipment or other services at the price quoted, or at a time and place stated, or otherwise fails to comply with the terms of this Agreement in its entirety, the order will be canceled and District may purchase the items herein specified elsewhere, without further notice to the successful vendor. Additional cost accrued by District through this purchase will be deducted from any unpaid invoices.

12. Termination.

- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Vendor. Notice shall be deemed given when received by Vendor or no later than three (3) calendar days after the day of mailing, whichever is sooner.
- 12.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 12.2.1. material violation of this Agreement by Vendor; or
 - 12.2.2. any act by Vendor exposing District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, District may secure the required services from another Vendor. If the expense, fees, and/or costs to District exceed the cost of providing the service pursuant to this Agreement, Vendor shall immediately pay the excess expense, fees, and/or costs to District upon the receipt of District's notice of these expense, fees, and/or costs. The

foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12.3. Upon termination, Vendor shall provide the District with all documents produced, maintained or collected by Vendor pursuant to this Agreement, whether or not such documents are final or draft documents.

13. **Indemnification.** To the furthest extent permitted by California law, Vendor shall indemnify and hold harmless District, its Board of Trustees, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Vendor. Vendor shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Vendor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

14. **Insurance.**

14.1. Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
Workers' Compensation Insurance	Statutory Limits
Employers' Liability Insurance	\$ 1,000,000
Professional Liability Insurance	\$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Vendor, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

14.1.2. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in accordance with provisions of section 3700 of the California Labor Code. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services. That policy shall provide employers' liability coverage per accident for bodily injury or disease.

14.1.3. **Professional Liability ("Errors and Omissions") Insurance.** Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of contract plus three (3) years thereafter.

14.2. **Proof of Insurance.** Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

14.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.2. An endorsement for each policy stating that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District.

14.2.3. An endorsement stating that District and its Board of Trustees, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

14.2.4. An endorsement stating that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

14.2.5. An endorsement stating that there shall be a waiver of any subrogation against the District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.

14.2.6. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.2.7. Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.

15. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the Board of Trustees of District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Vendor observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Vendor shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Vendor's receipt of a written termination notice from District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.

16. **Anti-Discrimination.** Vendor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Vendor and all of its subconsultants. In addition, Vendor agrees to require like compliance by all of its subconsultant(s).

17. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Vendor's performing of any portion of the Services. Although District has determined that fingerprinting is not applicable to this Agreement, Vendor expressly acknowledges that the following conditions shall apply to any work performed by Vendor and/or Vendor's employees on a school site:

- 17.1. All site visits shall be arranged through the District;
- 17.2. Vendor and Vendor's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
- 17.3. Vendor and/or Vendor's employees shall check in with the school office each day immediately upon arriving at the school site;
- 17.4. Once at such location, Vendor and Vendor's employees shall not change locations without contacting the District;
- 17.5. Vendor and Vendor's employees shall not use student restroom facilities; and
- 17.6. If Vendor and Vendor's employees find themselves alone with a student, Vendor and Vendor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

18. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Confidentiality.** Vendor and all Vendor's agents, personnel, employee(s), and/or subconsultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. Vendor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or electronic mail, addressed as follows:

District:

East Side Union High School District
830 North Capitol Avenue
San Jose, CA 95133
Email: _____
ATTN: _____

Vendor:

[NAME]

_____, CA 9_____
Email: _____
ATTN: _____

Any notice personally given or sent by electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery

thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

22. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Vendor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Vendor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Vendor's right to bring a civil action against District.
23. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
24. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
25. **California Law; Venue.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.
26. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
27. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
28. **Assignment.** The obligations of Vendor pursuant to this Agreement shall not be assigned by Vendor.
29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
31. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision

of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

- 32. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 33. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
- 34. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
- 35. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

Dated: _____, 20__

Dated: _____, 20__

East Side Union High School District

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Vendor:

License No.: _____

_____:

Registration No.: _____

Employer Identification and/or
Social Security Number

Address: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Vendor to furnish the information requested in this section.

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- ____ Individual
- ____ Sole Proprietorship
- ____ Partnership
- ____ Limited Partnership
- ____ Corporation, State: _____
- ____ Limited Liability Company
- ____ Other: _____

EXHIBIT A
DESCRIPTION OF SERVICES TO BE PERFORMED BY VENDOR

Vendor's entire Proposal is **not** made part of this Agreement.

Vendor shall provide professional services for District systems. This includes standard asset tagging using customer-provided tags, imaging, warehousing, and delivery to designated District sites:

- **EXISTING HARDWARE UPDATE SERVICES**

Each device will be inspected for physical damage and electrical function. The condition of each device, capacity, color, and model (if available), will be noted in the database along with the asset tag number. For physically damaged devices beyond reasonable repair, their status in the database will be "Retired-Beyond Repair," and the device will be returned to District.

Devices will be cleaned with a mild cleaning solution following manufacturer instructions and industry best practices. Devices will be restored and updated using the image provided by District.

Device information in the Google Admin Console will be updated for all ChromeOS devices to reflect the new assignments.

- **TECHNOLOGY EQUIPMENT**

For this statement of work, technology equipment shall be classified as the following types of technology equipment:

- Network Equipment

- **DELIVERY**

The vendor will deliver systems to the designated District sites listed below. Standard delivery may occur between 7 AM and 4 PM on weekdays. A central distribution site will be set up with access to power, and data ports will be arranged by District personnel. District will designate a primary contact person for all deliveries.

Twelve (12) school campus locations include:

- **Andrew Hill High School**, 3200 Senter Road, San Jose, CA 95111
- **Calero High School**, 420 Calero Avenue, San Jose, CA 95123
- **Evergreen Valley High School**, 3300 Quimby Road, San Jose, CA 95148
- **Foothill High School**, 230 Pala Avenue, San Jose, CA 95127
- **Independence High School**, 617 N. Jackson Avenue, San Jose, CA 95133
- **Mt. Pleasant High School**, 1750 S. White Road, San Jose, CA 95127
- **Oak Grove High School**, 285 Blossom Hill Road, San Jose, CA 95123
- **Piedmont Hills High School**, 1377 Piedmont Road, San Jose, CA 95132
- **Silver Creek High School**, 3434 Silver Creek Road, San Jose, CA 95121
- **Santa Teresa High School**, 6150 Snell Avenue, San Jose, CA 95123
- **Yerba Buena High School**, 1855 Lucretia Avenue, San Jose, CA 95122
- **W.C. Overfelt High School**, 1835 Cunningham Avenue, San Jose, CA 95122

**EXHIBIT B
HOURLY BILLING RATES AND/OR UNIT PRICES**

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

Date: _____

Name of Vendor: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with District prior to performing any Services under this Agreement.)

END OF DOCUMENT

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION
(NON-CONSTRUCTION CONTRACTS)

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Independent Contractor Agreement ("Agreement") between the East Side Union High School District ("District") and _____ ("Contracting Party"):

One of the boxes below must be checked with regard to Contracting Party and Contracting Party's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Contracting Party who will provide services under the Agreement) ("Contracting Party's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

- Fingerprinting/Background Check requirements do not apply because Contracting Party/Contracting Party's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

- Contracting Party/Contracting Party's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

- The services provided by Contracting Party/Contracting Party's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code, §45125.1(b)]
- Contracting Party/Contracting Party's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:

- Contracting Party/Contracting Party's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

- Contracting Party is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contracting Party has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Contracting Party has not been convicted of a felony as defined in Government Code Section 45122.1.

- Contracting Party is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contracting Party's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contracting Party's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contracting Party performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Contracting Party's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Contracting Party's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

CONTRACTING PARTY CERTIFICATION

I am a representative of the Contracting Party entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contracting Party. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contracting Party's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contracting Party's Personnel throughout the duration of the Agreement. **A list of Contracting Party's Personnel is attached hereto as Attachment A.**

Date: _____
Contracting Party: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

ATTACHMENT "A"

Contracting Party's Personnel

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

END OF DOCUMENT

APPENDIX C-1

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

I am the _____ of _____, the party making the foregoing
[Title] [Name of Firm]
bid/proposal.

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

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

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

at _____, _____.
[City] [State]

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

APPENDIX C-2

**IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)**

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

OPTION 1. Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OPTION 2. Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT

APPENDIX C-3

FEDERAL DEBARMENT CERTIFICATION

- 1. Bidder certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Board;
 - b. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.

3. Bidder agrees to include the following certification in all subcontracts, for all lower tiers:

"Debarment and Suspension Certification – By submission of its proposal, the contractor (or vendor, or consultant, depending on the transaction) certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with 2 CFR 200.213 and 2 CFR 180."

Date: _____

Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

APPENDIX C-4

BYRD ANTI-LOBBYING CERTIFICATION

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts
Exceeding \$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor

Address

Certified by: (type or print)

Title

Signature

Date

Disclosure of Lobbying Activities

Approved by OMB
0348-004

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See following page for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> contract <input type="checkbox"/> grant <input type="checkbox"/> cooperative agreement loan <input type="checkbox"/> loan guarantee <input type="checkbox"/> loan insurance	2. Status of Federal Action: <input type="checkbox"/> proposal/offer/application <input type="checkbox"/> initial award <input type="checkbox"/> post-award	3. Report Type: <input type="checkbox"/> initial filing <input type="checkbox"/> material change For material change only: Year _____ quarter ____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	10b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: ____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

END OF DOCUMENT

APPENDIX D
E-Rate Equipment List

[List Begins on Following Page]

Date: 31-Jan-25

APPENDIX D

End Customer: ESUHSD
830 N CAPITOL AVE

SAN JOSE
CA
US 95133

Items Details					Quantities Per Site													
Part Number (or equivalent)	Part Description (or equivalent)	Service Duration	Quantity	Category	SITE: DO	SITE: AH	SITE: CA	SITE: EV	SITE: FH	SITE: IH	SITE: JL	SITE: MP	SITE: OG	SITE: PH	SITE: SC	SITE: ST	SITE: WO	SITE: YB
PWR-IE170W-PC-AC=	170W AC to DC or High DC to DC Power Supply	-	5	PRODUCT	0	1	0	1	0	1	0	0	1	1	0	0	0	0
IE-1000-4P2S-LM	IE1000 with 4 FE Copper PoE+ ports and 2 GE SFP uplinks	-	5	PRODUCT	0	1	0	1	0	1	0	0	1	1	0	0	0	0
CON-SNT-11002SLM	SNTC-8X5XNBD IE1K with 2 GE SFP,	12	5	SERVICE	0	1	0	1	0	1	0	0	1	1	0	0	0	0
IOT-OTHER	Not related to an IoT Solution; For tracking only.	-	5	PRODUCT	0	1	0	1	0	1	0	0	1	1	0	0	0	0
NO-IOT-SOLUTION	Not related to an IoT Solution; For tracking only.	-	5	PRODUCT	0	1	0	1	0	1	0	0	1	1	0	0	0	0
PWR-IE240W-PCAC-L	240W AC Power Supply (Lite)	-	5	PRODUCT	0	1	0	1	0	1	0	0	1	1	0	0	0	0
C9200CX-8UXG-2X-A	Catalyst 9000 Compact Switch 8 port UPoE with 4xmGig,240W,A	-	15	SUBSCRIPTION	1	1	0	2	0	1	1	1	1	2	2	1	1	1
CON-L1NCD-CX9293CX	CX LEVEL 1 8X7NCD Catalyst 9000 Compact Switch 8 port UPoE	36	15	SERVICE	1	1	0	2	0	1	1	1	1	2	2	1	1	1
C9200CX-NW-A-8	C9200CX Network Advantage, 8-port license	-	15	PRODUCT	1	1	0	2	0	1	1	1	1	2	2	1	1	1
CAB-TA-NA	North America AC Type A Power Cable	-	15	PRODUCT	1	1	0	2	0	1	1	1	1	2	2	1	1	1
C9200CX-DNA-A-8	C9200CX Cisco DNA Advantage, 8-Port Term Licenses	-	15	PRODUCT	1	1	0	2	0	1	1	1	1	2	2	1	1	1
CON-L1SWT-C9201CCD	CX LEVEL 1 SW SUB C9200CX Cisco DNA Advantage, 8-Port Term	36	15	SERVICE	1	1	0	2	0	1	1	1	1	2	2	1	1	1
C9200CX-DNAA8-3Y	C9200CX Cisco DNA Advantage, 3Y Term License, 8P	36	15	PRODUCT	1	1	0	2	0	1	1	1	1	2	2	1	1	1
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	-	15	PRODUCT	1	1	0	2	0	1	1	1	1	2	2	1	1	1
SCAT9200CXUK-9-1712	Cisco Catalyst 9200CX XE 17.12 UNIVERSAL	-	15	PRODUCT	1	1	0	2	0	1	1	1	1	2	2	1	1	1
C9124AXI-B-EDU	Cisco Catalyst 9124AX Series - EDU	-	80	PRODUCT	4	4	4	1	4	25	4	4	15	2	4	3	4	2
CON-SSNT-C9124AED	SOLN SUPP 8X5XNBD Cisco Catalyst 9124AX Series - EDU	60	80	SERVICE	4	4	4	1	4	25	4	4	15	2	4	3	4	2
SW9124AX-CAPWAP-K9	Capwap software for Catalyst 9124AX	-	80	PRODUCT	4	4	4	1	4	25	4	4	15	2	4	3	4	2
AIR-AP-NO-BRACKET	AP Bracket not shipped	-	80	PRODUCT	4	4	4	1	4	25	4	4	15	2	4	3	4	2
AIR-DNA-EDU-E	Wireless Cisco DNA On-Prem Essential, Term, EDU Lic	-	80	PRODUCT	4	4	4	1	4	25	4	4	15	2	4	3	4	2
EDU-DNA-E-5Y	Wireless Cisco DNA On-Prem Essential,5Y Term, EDU Lic	60	80	PRODUCT	4	4	4	1	4	25	4	4	15	2	4	3	4	2
AIR-DNA-E-T	Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	-	80	PRODUCT	4	4	4	1	4	25	4	4	15	2	4	3	4	2
AIR-DNA-E-T-5Y	Wireless Cisco DNA On-Prem Essential, 5Y Term, Tracker Lic	60	80	PRODUCT	4	4	4	1	4	25	4	4	15	2	4	3	4	2
AIR-DNA-NWSTACK-E	Wireless DNA Perpetual Network Stack - Essentials	-	80	PRODUCT	4	4	4	1	4	25	4	4	15	2	4	3	4	2
CDNA-E-C9124	Wireless Cisco DNA On-Prem Essentials, 9124Tracking	-	80	PRODUCT	4	4	4	1	4	25	4	4	15	2	4	3	4	2
DNA-E-5Y-C9124	C9124AX Cisco DNA On-Prem Essential,5Y Term,Trk Lic	60	80	PRODUCT	4	4	4	1	4	25	4	4	15	2	4	3	4	2
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	-	80	PRODUCT	4	4	4	1	4	25	4	4	15	2	4	3	4	2
C9124AXE-B-EDU	Cisco Catalyst 9124AX Series - EDU	-	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
CON-SSNT-C9124BAX	SOLN SUPP 8X5XNBD Cisco Catalyst 9124AX Series - EDU	60	10	SERVICE	0	0	0	2	0	3	0	0	1	1	1	1	1	0
SW9124AXE-CW-K9	Capwap software for Catalyst 9124AX	-	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
AIR-MNT-VERT1	Vertical pole/wall mounting kit for Catalyst APs	-	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
AIR-DNA-EDU-E	Wireless Cisco DNA On-Prem Essential, Term, EDU Lic	-	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
EDU-DNA-E-5Y	Wireless Cisco DNA On-Prem Essential,5Y Term, EDU Lic	60	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
AIR-DNA-E-T	Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	-	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
AIR-DNA-E-T-5Y	Wireless Cisco DNA On-Prem Essential, 5Y Term, Tracker Lic	60	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
AIR-DNA-NWSTACK-E	Wireless DNA Perpetual Network Stack - Essentials	-	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
CDNA-E-C9124	Wireless Cisco DNA On-Prem Essentials, 9124Tracking	-	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
DNA-E-5Y-C9124	C9124AX Cisco DNA On-Prem Essential,5Y Term,Trk Lic	60	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	-	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0

AIR-ANT2588P4M-NS=	Dual Band Dual-polarized directional antenna	-	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
AIR-ANT2513P4M-NS=	2.4GHz/5GHz 13dBi Patch Antenna 4port, Nconn,Self-Identifier	-	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
C9130AXE-STA-B	Cisco Catalyst 9130AXE w/Stadium Antenna, -B reg domain	-	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
CON-SSSNT-C9180AXE	SOLN SUPP 8X5XNBD Cisco Catalyst Marlin4 Setup Series	60	10	SERVICE	0	0	0	2	0	3	0	0	1	1	1	1	1	0
SW9130ST-CAPWAP-K9	Capwap software for Catalyst 9130AX-STA	-	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
CDNA-A-C9130	Wireless Cisco DNA On-Prem Advantage, 9130 Tracking	-	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
DNA-A-5Y-C9130	C9130AX Cisco DNA On-Prem Advantage,5Y Term,Trk Lic	60	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
C-ANT9104	2.4/5 GHz Directional Antenna, 8-port, DART, Self ID	-	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	-	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
CON-SSTCM-AIRDNA	SOLN SUPP SW SUBAironet CISCO DNA Ad	60	10	SERVICE	0	0	0	2	0	3	0	0	1	1	1	1	1	0
AIR-DNA-A-5Y	Wireless Cisco DNA On-Prem Advantage, 5Y Term Lic	60	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
AIR-DNA-A-T	Wireless Cisco DNA On-Prem Advantage, Term, Tracker Lic	-	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
AIR-DNA-A-T-5Y	Wireless Cisco DNA On-Prem Advantage, 5Y Term, Tracker Lic	60	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
AIR-DNA-NWSTACK-A	Wireless DNA Perpetual Network Stack - Advantage	-	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	-	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
SPACES-EXT-T	Cisco Spaces Extend Term License for Cisco DNA Advantage	-	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
SPACES-EXT-5Y	Cisco Spaces Extend for Cisco DNA Advantage	60	10	PRODUCT	0	0	0	2	0	3	0	0	1	1	1	1	1	0
AIR-MNT-HORZ1=	Horizontal pole/wall mounting kit for Catalyst 9124AX	-	50	PRODUCT	4	6	4	3	4	16	4	4	2	2	0	1	0	0
AIR-MNT-ART1=	Vert. pole/wall mount Kit for Catalyst 9124AX w/ tilt adjust	-	100	PRODUCT	8	12	8	6	8	32	8	8	4	4	0	2	0	0
AIR-ACC-CAT6=	RJ45 gland for use with Cat 6/6a cabling - 5 pack	-	30	PRODUCT	3	3	3	3	2	2	2	2	2	2	2	2	2	0
C9124-CVR1=	Paintable cover for Catalyst 9124AX	-	25	PRODUCT	2	2	2	2	2	2	2	2	2	2	2	2	2	0
QSFP-100G-LR4-S=	100GBASE LR4 QSFP Transceiver, LC, 10km over SMF	-	2	PRODUCT	2	0	0	0	0	0	0	0	0	0	0	0	0	0
QSFP-100G-AOC2M=	100GBASE QSFP Active Optical Cable, 2m	-	4	PRODUCT	4	0	0	0	0	0	0	0	0	0	0	0	0	0
C9124AXD-B-EDU	Cisco Catalyst 9124AX Series - EDU	-	30	PRODUCT	2	2	0	3	0	6	0	0	2	5	2	2	2	4
CON-SSSNT-C9124EXD	SOLN SUPP 8X5XNBD Cisco Catalyst 9124AX Series - EDU	60	30	SERVICE	2	2	0	3	0	6	0	0	2	5	2	2	2	4
SW9124AX-CAPWAP-K9	Capwap software for Catalyst 9124AX	-	30	PRODUCT	2	2	0	3	0	6	0	0	2	5	2	2	2	4
AIR-AP-NO-BRACKET	AP Bracket not shipped	-	30	PRODUCT	2	2	0	3	0	6	0	0	2	5	2	2	2	4
AIR-DNA-EDU-E	Wireless Cisco DNA On-Prem Essential, Term, EDU Lic	-	30	PRODUCT	2	2	0	3	0	6	0	0	2	5	2	2	2	4
EDU-DNA-E-5Y	Wireless Cisco DNA On-Prem Essential,5Y Term, EDU Lic	60	30	PRODUCT	2	2	0	3	0	6	0	0	2	5	2	2	2	4
AIR-DNA-E-T	Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	-	30	PRODUCT	2	2	0	3	0	6	0	0	2	5	2	2	2	4
AIR-DNA-E-T-5Y	Wireless Cisco DNA On-Prem Essential, 5Y Term, Tracker Lic	60	30	PRODUCT	2	2	0	3	0	6	0	0	2	5	2	2	2	4
AIR-DNA-NWSTACK-E	Wireless DNA Perpetual Network Stack - Essentials	-	30	PRODUCT	2	2	0	3	0	6	0	0	2	5	2	2	2	4
CDNA-E-C9124	Wireless Cisco DNA On-Prem Essentials, 9124Tracking	-	30	PRODUCT	2	2	0	3	0	6	0	0	2	5	2	2	2	4
DNA-E-5Y-C9124	C9124AX Cisco DNA On-Prem Essential,5Y Term,Trk Lic	60	30	PRODUCT	2	2	0	3	0	6	0	0	2	5	2	2	2	4
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	-	30	PRODUCT	2	2	0	3	0	6	0	0	2	5	2	2	2	4
C9136I-B	Cisco Catalyst 9136I Series, Internal Antennas,-B Regulator	-	15	PRODUCT	0	1	0	3	0	3	0	0	1	2	2	1	1	1
CON-L1NCD-C9136IBX	CX LEVEL 1 8X7NCD Cisco Catalyst 9136I Series, Internal A	60	15	SERVICE	0	1	0	3	0	3	0	0	1	2	2	1	1	1
AIR-AP-BRACKET-2	802.11 AP Universal Mounting Bracket	-	15	PRODUCT	0	1	0	3	0	3	0	0	1	2	2	1	1	1
AIR-DNA-NWSTACK-E	Wireless DNA Perpetual Network Stack - Essentials	-	15	PRODUCT	0	1	0	3	0	3	0	0	1	2	2	1	1	1
AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	-	15	PRODUCT	0	1	0	3	0	3	0	0	1	2	2	1	1	1
AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic	-	15	PRODUCT	0	1	0	3	0	3	0	0	1	2	2	1	1	1
CON-L1SWT-AIRDNA	CX LEVEL 1 SW SUB Aironet CISCO DNA Es	60	15	SERVICE	0	1	0	3	0	3	0	0	1	2	2	1	1	1
AIR-DNA-E-5Y	Wireless Cisco DNA On-Prem Essential, 5Y Term Lic	60	15	PRODUCT	0	1	0	3	0	3	0	0	1	2	2	1	1	1
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	-	15	PRODUCT	0	1	0	3	0	3	0	0	1	2	2	1	1	1
SW9136-CAPWAP-K9	Capwap software for Catalyst 9136I	-	15	PRODUCT	0	1	0	3	0	3	0	0	1	2	2	1	1	1
CDNA-E-C9136	Wireless Cisco DNA On-Prem Essentials, 9136 Tracking	-	15	PRODUCT	0	1	0	3	0	3	0	0	1	2	2	1	1	1
DNA-E-5Y-C9136	C9136I Cisco DNA On-Prem Essential,5Y Term,Trk Lic	60	15	PRODUCT	0	1	0	3	0	3	0	0	1	2	2	1	1	1
AIR-DNA-E-T	Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	-	15	PRODUCT	0	1	0	3	0	3	0	0	1	2	2	1	1	1
AIR-DNA-E-T-5Y	Wireless Cisco DNA On-Prem Essential, 5Y Term, Tracker Lic	60	15	PRODUCT	0	1	0	3	0	3	0	0	1	2	2	1	1	1
C9136I-MULTI	Minimum Quantity = 10	-	15	PRODUCT	0	1	0	3	0	3	0	0	1	2	2	1	1	1