Sacramento City
UNIFIED SCHOOL DISTRICT

Request for Proposal #25-0116-4

CATEGORY TWO CORE SWITCH EQUIPMENT
E-RATE YEAR 28

Proposal Due Date: Wednesday, January 8, 2025 by 4:00pm

Contact: Tina Alvarez-Bevens, Contract Analyst

Sacramento City Unified School District

5735 47th Avenue, Sacramento, CA 95824

Telephone: (916) 643-2464

Email: Tina-alvarez-bevens@scusd.edu

Webpage: www.scusd.edu/request-proposals-and-qualifications-0

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Notice to Responders

The Sacramento City Unified School District ("District") is seeking proposals from qualified providers ("Responders") for the **"25-0116-4 CATEGORY TWO CORE SWITCH EQUIPMENT for E-Rate YEAR 28"** ("Project").

The Governing Board of the District intends to select a contractor for the Project at its regular Board meeting on February 6, 2025. The Board reserves the right to postpone or cancel this selection. The meeting will be held at 6:00 p.m. at Serna Center Community Rooms, 5735 47th Avenue, Sacramento, California.

The District reserves the right to cancel or revise this RFP in part or in its entirety. If the District cancels or revises the RFP, all Responders will be so notified by addenda. The District also reserves the right to extend the date on which responses are due, the date on which it announces the results of its best value analysis, or the date on which the award will be made.

The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, or gender in consideration for an award of contract.

Questions

Questions related to this RFP should be submitted in writing to Tina Alvarez-Bevens, Contract Analyst, at Tina-alvarez-bevens@scusd.edu no later than November 27, 2024. Specify "**25-0116-4 for CATEGORY TWO CORE SWITCH EQUIPMENT for E-Rate YEAR 28**" in the subject line. Only questions submitted through this process will be accepted. Responses to all questions received will be posted on the District's website, http://www.scusd.edu/rfp no later than December 4, 2024. It is the responsibility of the prospective Responder to check the website for updates or addenda.

Due Date

Interested firms are invited to submit one (1) original signed proposal, three (3) additional hard copies, and one (1) digital copy (flash drive) in write-protected PDF format.

The proposal shall be submitted in the format provided and the complete proposal, together with any and all additional materials, shall be enclosed in a sealed envelope addressed and delivered no later than 4:00 p.m. on January 8, 2025, to **Sacramento City Unified School District, Contracts Office, 5735 47th Avenue, Sacramento, CA 95824.**

The sealed envelope shall be marked on the outside lower left corner with the words "**25-0116-4 for CATEGORY TWO CORE SWITCH EQUIPMENT for E-Rate YEAR 28.**" If response is to be hand delivered an appointment is required. Please contact Tina Alvarez-Bevens at Tina-alvarez-bevens@scusd.edu to schedule. It is solely the responder's responsibility to ensure that their response is received prior to the scheduled closing time for receipt of statements of qualifications. No corrected or resubmitted proposals will be accepted after the deadline. The District reserves the right to negotiate any aspect of any proposal deemed responsive to this

RFP. Faxed responses are not appropriate for submission and will not be accepted or considered. If no RFP responses are received, applicant reserves the right to extend the deadline by seven (7) days and seek out proposals from multiple Service Providers. A new Form 470 and bidding process is not required.

Proposal Results

Proposal results will be posted on the District's website at www.scusd.edu/rfp on or around February 6, 2025.

RFP Schedule

November 19, 2024	RFP Released - Posted
November 27, 2024	Question Deadline
December 4, 2024	Questions Responses Posted
January 8, 2025	RFP Closing - RFP Due
RFP opening	Date of closing
RFP Selection	Before 471 filing date (approximately March 2025)
Purchase Orders	Contingent on E-RATE Award and District approval

Project Scope

The Sacramento City Unified School District is seeking proposals from Responders to provide CATEGORY TWO CORE SWITCH EQUIPMENT that is E-Rate eligible. The Service Provider must label all equipment as E-Rate with an identifying Funding Request number. Responding Service providers must determine Erate eligibility percentage as well as category of service, (internal connections "I/C" or Basic Maintenance "BM").

The Districts CATEGORY TWO CORE SWITCH EQUIPMENT Includes (or equivalent):

Line Number	Part Number	Description	Service Duration (Months)	Qty
1.0	**C9500-24Y4C-EDU**	Catalyst 9500 24x1/10/25G and 4-port 40/100G, K12	---	73
1.0.1	CON-L1NCD-C9E5024U	CX LEVEL 1 8X7NCDCatalyst 9500 24x11025G and 4port 40	36	73
1.1	C9500-DNA-24Y4C-A	C9500 DNA Advantage, Term License	---	73
1.1.0.1	CON-L1SWT-C9524YCA	CX LEVEL 1 SW SUB C9500 DNA Advantage	36	73
1.1.1	C9500-DNA-L-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	36	73
1.2	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	---	146
1.3	C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	---	73
1.4	C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	---	73
1.5	C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	---	146

1.6	C9500-NW-A	C9500 Network Stack, Advantage	---	73
1.7	S9500UK9-1712	Cisco Catalyst 9500 XE 17.12 UNIVERSAL	---	73
1.8	C9K-F1-SSD-240G	Cisco pluggable SSD storage	---	73
1.9	C9500-RFID	RFID Selected	---	73
1.10	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	---	73
2.0	**C9500-48Y4C-EDU**	Catalyst 9500 48-port x 1/10/25G and 4-port 40/100G , EDU	---	10
2.0.1	CON-L1NCD-C950048E	CX LEVEL 1 8X7NCDCatalyst 9500 48port x 11025G and 4	36	10
2.1	C9500-DNA-48Y4C-A	C9500 DNA Advantage, Term License	---	10
2.1.0.1	CON-L1SWT-C9548Y4A	CX LEVEL 1 SW SUB CX LEVEL 1 SW SUB C9	36	10
2.1.1	C9500-DNA-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	36	10
2.2	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	---	20
2.3	C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	---	10
2.4	C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	---	10
2.5	C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	---	20
2.6	C9500-NW-A	C9500 Network Stack, Advantage	---	10
2.7	S9500UK9-1712	Cisco Catalyst 9500 XE 17.12 UNIVERSAL	---	10
2.8	C9K-F1-SSD-240G	Cisco pluggable SSD storage	---	10
2.9	C9500-RFID	RFID Selected	---	10
2.10	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	---	10

Requirements for CATEGORY TWO CORE SWITCH EQUIPMENT

1. All plans proposed should include detailed billing and include hardware, shipping, installation, contingency, and taxes.
2. The start date of this project will be no earlier than April 1, 2025.
3. Prices to remain firm through SLD approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the Sacramento City Unified School District and documented with new price sheet sent to the District Office.
4. All equipment/services costs must be new and included and identified separately.
5. Manufacturer must warrant all parts and equipment.
6. Vendor must be a certified reseller of parts and equipment.
7. Vendor must certify that their equipment is not manufactured by, nor contains any components from, the list of vendors on “The Secure Networks Act”.
8. Bidding Contractor/Vendor may attach additional pertinent information they deem important to the selection, implementation, and overall success of the project.

Responder Service Provider Information

Responders must provide the following Service Provider information:

1. Length of time business has provided this type of service.
2. Responder Service Level Agreement (SLA) included in proposal.
3. Indicate any options available.
4. Show applicable discounts separately, if applicable.
5. An implementation timeline proposal starting no earlier than April 1, 2025.
6. Indicate how charges will be incurred as services are implemented.
7. Responders must include 3 reference sites using your service. References from a District, School, Library or a County Office of Education in California are preferred.
    - Job Location
    - Contact name and telephone number
    - Date of contract
    - Project Description
    - Equipment/Service Installed

Responder Service Provider Requirements

The Responder must meet or exceed minimum qualification requirements.

1. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

2. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/.

3. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: https://apps.fcc.gov/coresWeb/publicHome.do.

4. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: https://www.usac.org/service-providers/making-payments/late-payments-dcia-red-light/#red.

5. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, of the funding year.

6. 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.

7. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using the completed USAC “Bulk Upload Template” (Item 21). Subsequent schedules of values and invoices for each site must match or list subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

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

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

Responder Service Provider Acknowledgements

1. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitution.

2. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

3. This offer is in full compliance with USAC’s Free Services Advisory https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4. Starting Services/Advance Installation: The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2025 funding year (July 1, 2025). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of

service provider infrastructure necessary for those services can be considered as also delivered on July 1.

5. Early Funding Conditions:
   - Category 1
     There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.
     - Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
     - The Category 1 service must depend on the installation of the infrastructure.
     - The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
     - No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

     For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365, released December 15, 2002). This FCC decision only applies to Priority 1 services (Telecommunications Services and Internet access). The complete text can be found at the following URL: https://www.usac.org/e-rate/applicant-process/starting-services/.

   - Category 2
     There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year. We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

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

6. Invoicing
   The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding

Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share. Additionally, if the service qualifies for California Teleconnect Funds then the service provider will invoice the California PUC.

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

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

Proposal Format

Proposals must be clear, concise, complete, well organized, and demonstrate Responder's qualifications and ability to follow instructions. The quality of responses, not length of responses or visual exhibits is important. Responder shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form.

Responders shall submit one (1) original signed proposal, three (3) additional hard copies, and one (1) digital copy (flash drive) in write protected PDF format. The proposals shall be organized in the format listed below and shall be limited to thirty (30) pages (excluding attachments and appendices) on 8 ½" x 11" paper with all responses bound with tabs

separating each section. Responders shall read each item carefully and answer accurately to ensure compliance with District requirements.

Failure to provide all requested information or deviation from the required format may result in disqualification.

1. Cover Letter

A signed letter of interest (no more than one page) stating the Responder's interest and qualifications in providing the services as outlined in the RFP. Cover letter should include contact name, address, telephone number, and email address.

2. Responder Service Provider Information
3. Letter of Agreement
4. Cost Proposals
5. Addenda
6. Completed and signed Submittal pages including RFP Form, Fingerprint Certification, Statement of Non-Conflict of Interest, Insurance Acknowledgement, Designated Subcontractor List and Bid Bond

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Responders may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

All requirements must be addressed in your proposal. Non-responsive proposals will not be considered. All responses, whether selected or rejected, shall become the property of the District. Submission of a proposal indicates acceptance by the Responder of the conditions contained in this request for RFPs, unless clearly stated and specifically noted in the proposal submitted and in the contract between the District and the Responder selected. Firms are responsible for checking the website periodically for any updates or revisions to the RFP. All proposals will be considered valid and prices will be considered fixed for a period of sixty (60) days following submission.

Proposals may be withdrawn by the proposer prior to the time fixed for the opening of RFPs but may not be withdrawn for a period of thirty (30) days after the date set for submittal of proposals. The successful proposer(s) shall not be relieved of the proposal submitted without the District's consent or proposer's recourse to Public Contract Code Sections 5100, *et seq*.

No business entity, including any agent of such entity, shall directly or indirectly contact any District Board of Education member immediately before or during the RFP process of any project on which the business entity intends to or has submitted a RFP. Any vendor violating this policy shall be deemed disqualified from the RFP. Should such contact come to light after the RFP is awarded and the entity was deemed the successful Responder, the Board reserves the right to cancel any contract awarded, in which case, the vendor shall

be liable for any damage incurred by the district. The Board shall exercise its best judgment for the benefit of the district in making a decision whether to proceed or not, depending on all of the facts and circumstances.

All information submitted is to be considered public knowledge and will be subject to The Public Records Act or any other applicable laws.

The District reserves the right to retain all RFPs and to use any ideas in a RFP regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the Responder of the conditions contained in this request for RFPs, unless clearly stated and specifically noted in the proposal submitted and in the contract between the District and Responder selected.

Evaluation Criteria

The purpose of this RFP is to enable the District to select the proposal that represents the best value to the District. The term "best value" refers to the best combination of price, qualifications, and experience according to the evaluation criteria below.

Upon receipt of proposals, the District's selection advisory committee, composed of key District officials and consultants, will review each response to the RFP. Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing Responders prior to and during the review and evaluation process

Proposals will be evaluated on the following criteria:

- Cost – 30%
- Design – 20%
- Extent of positive experience with District and/or other Public Agencies in California (including references) – 20%
- Company Size and Stability – 10%
- Quote preparation, thoroughness and responsiveness to RFP requirements – 10%
- Terms of Service and Implementation Timeline – 10%

Award of Contract

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to the RFP, or to procure or contract for work.

The contract shall be awarded to the Responder with the highest best value score. In the event of a tie (more than one Responder have the same highest best value score), District may award the Project to the Responder of its choice. A response that is received after the RFP due date or does not meet all requirements set within this RFP will be deemed disqualified for the remainder of the selection process.

If the Responder to which the Board awards the contract refuses to execute the contract and submit a payment bond, performance bond, proof of required insurance, and other required documents, the Board may revoke the award to that Responder and award to the Responder

that submitted the next highest ranked proposal.

The District reserves the right to reject any and all RFPs for any reason whatsoever. The District may waive informalities or irregularities in RFPs received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other RFPs. The District expressly reserves the right to postpone response opening for its own convenience, to negotiate with more than one Responder concurrently, or to cancel all or part of this RFP. Decisions to award contract(s) as a result of this RFP are final and without appeal.

Contract

The contract awarded as a result of this solicitation shall be a fixed price contract for which the offered price will include all labor, material, equipment, services, software, hardware, travel, shipping, and price administrative cost, associated with providing the products and services listed herein and offered by proposer.

Contract Format

It is mutually agreed by and between District and Responder that the District's acceptance of Responder's proposal, upon approval by the Governing Board, shall create a contract between the parties thereto. District and Responder with whom District chooses to contract if any, shall execute a Contract Signature page based on the RFP, the response and the attached Letter of Agreement. The Contract will, by default, incorporate all requirements, terms and conditions contained in the RFP. In the event of any conflict between this RFP and the Contract Signature Page, the terms of the RFP will take precedence, unless otherwise specifically stated in a written amendment. District will not enter into any separate Contract of Agreement with Responder except as specifically stated herein.

Terms and Conditions

Compliance with Laws

This contract shall be in accordance with the laws in the State of California. All RFPs shall comply with the current federal, state, local and other laws relative thereto.

Compliance with Statutes

Consultant hereby warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the delivery of the services offered.

Independent Contractor

Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

Fingerprinting

Education Code section 45125.1 applies to this Agreement. Responder will certify that, pursuant to Education Code Section 45125.1, Responder will have conducted the required criminal background check of all its employees who may have contact with District pupils or unsupervised access to any District campus and shall certify that none of those employees have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections

667.5(c) and/or 1192.7(c). Upon verification from the DOJ that those persons fingerprinted have no record of a serious or violent felony, the Responder will so certify by signing and submitting to the Governing Board of District the certification form attached.

Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by the DOJ as certified by the Responder shall constitute grounds for termination of this Agreement.

Attorney Fees

In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

Governing Law and Venue

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

RFP Acceptance or Rejection

This RFP does not commit the District to award a contract, to pay any cost incurred in the preparation of this RFP, or to procure services or supplies. The District reserves the right to accept or reject any or all RFPs received in response to this request, to negotiate terms that will be in the best interest of the District, or cancel in whole or in part this RFP. All submitted RFPs and information included therein shall become public records upon delivery to the District. All firms submitting a RFP should note that the execution of any contract would be contingent upon governing Board Approval. If these corrections result in significant changes in the amount of money to be paid to the consultant (if awarded the Agreement), the consultant will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

Term/Extension

Pursuant to Education Code, Sections 17596 and 81644, it is the intent of the District to award a single term contract for the specified service. If this is a multi-term contract and assuming funds are appropriated to support continuation of services for succeeding fiscal periods, the original contract may be renewed annually for a total time of contract not to exceed five (5) consecutive fiscal years.

Board Contact

No business entity, including any agent of such entity, shall directly or indirectly contact any Board member immediately before or during the RFP process of any project on which the business entity intends to or has submitted a RFP. Any Responder violating this policy shall be deemed disqualified from the RFP process. Should such contact come to light after the RFP is awarded and the entity was deemed the successful Responder, the Board reserves the right to cancel any contract awarded, in which case, the Responder shall be liable for any damage incurred by the District. The Board shall exercise its best judgment for the benefit of the District in making a decision whether to proceed or not, depending on all of the facts and circumstances.

Termination of Contracts/Purchase Orders

The District reserves the right to terminate all purchase orders or contracts with due cause by giving a ten (10) calendar day written notice or may terminate without cause by giving a thirty (30) calendar day written notice. Due cause for termination of contract shall include, but not be limited to, failure to provide services required within a reasonable time period, and/or for reasons of unsatisfactory service. Purchase orders or contracts which extend into a subsequent fiscal year will automatically terminate if the District does not appropriate funds for the goods and/or services under the purchase order or contract.

Assignability

A contract is not assignable by Consultant either in whole or in part. The contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assignees of the respective parties hereto.

Price, Terms, and Conditions

Price, terms, and conditions of this proposal are considered valid for sixty (60) days, from date of proposal opening, unless the offering party in writing allows for a longer period of time.

Modifications

No oral or telephonic modification of any proposal submitted will be considered, and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the proposal opening.

Erasures

The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the persons signing the proposal.

Bonds

A certified check, cashier’s check, or bid bond in the amount designated on the Bid Form shall be provided with your bid as a guarantee that the contractor, upon award, shall execute the contract, in conformity with the contract.

Patents, Etc.

The Responder shall hold the District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this RFP.

Signing of Proposals

The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The bidder's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

Failure to Fulfill Contract

When any Responder shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said Responder, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Responder, as above stated, shall be a liability against such Responder and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful Responder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Responder provided satisfactory proof is furnished to the Board or Education, if requested.

Contract Exclusive

The provisions of the contract shall in no way prohibit the District from making purchases from another supplier for the same services as herein listed.

Proprietary Information

There can be no portions of the submitted quote to be treated as proprietary and confidential information even if they are marked as such. Due to the California Public Records Act all information submitted is to be considered open for public review.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part, 85, Sections 85, 105 and 85.110—

The applicant certifies that it and its principles:

Are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this application 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;

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 the certification; and

Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this.

RFP Protest

A Responder may file a protest against the award of the Contract to any other Responder by following the District bid protest procedures. The protest must be in writing, filed within three (3) business days after RFP award notification.

a. Only a Responder who has actually submitted a proposal, and who could be awarded the Contract if the RFP protest is upheld, is eligible to submit an RFP protest. Subcontractors are not eligible to submit RFP protests. A Responder may not rely on the RFP protest submitted by another Responder.

b. An RFP protest must contain a complete statement of any and all basis for the protest and all supporting documentation. Materials submitted after the RFP protest deadline will not be considered.

c. The protest must refer to the specific portions of all documents that form the basis for the protest.

These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Further, the failure to comply with these protest requirements will constitute a waiver of the right to challenge and forever bar the Responder from challenging, whether before the District or any administrative or judicial tribunal, any particular RFP(s), the RFP process or any ground not set forth in the protest. The District will provide a written response within 30 working days to any timely RFP protest.

E-Rate Participation

The District is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full E-Rate funding by the SLD. The District reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.

E-Rate Spin

Each vendor providing services to the District as part of the E-Rate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Division can be reached online at: http://www.usac.org/sl.

Brands

When a particular brand or brand and model number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its model number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and model number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.

Samples

Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.

Delivery

All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.

List of All District Sites

Sacramento City Unified School District

Sacramento City Unified School District				
School	**Address**	**City**	**ST**	**Zip**
District Office - Serna Center	**5735 47th Avenue**	**Sacramento**	**CA**	**95824**
A. M. Winn Waldorf-Inspired	3351 Explorer Drive	Sacramento	CA	95827
Abraham Lincoln Elementary	3324 Glenmoor Drive	Sacramento	CA	95827
Albert Einstein Middle	9325 Mirandy Drive	Sacramento	CA	95826
Alice Birney Public Waldorf	6251 13th Street	Sacramento	CA	95831
American Legion High School	3801 Broadway	Sacramento	CA	95817
Arthur A. Benjamin Health Professions High	451 McClatchy Way	Sacramento	CA	95818
Bowling Green Charter Chacon	6807 Franklin Blvd.	Sacramento	CA	95823
Bowling Green Charter McCoy	4211 Turnbridge Drive	Sacramento	CA	95823
Bret Harte Elementary	2751 9th Avenue	Sacramento	CA	95818
C. K. McClatchy High	3066 Freeport Boulevard	Sacramento	CA	95818
Caleb Greenwood Elementary	5457 Carlson Drive	Sacramento	CA	95819
California Middle	1600 Vallejo Way	Sacramento	CA	95818
Camellia Basic Elementary	6600 Cougar Drive	Sacramento	CA	95828
Capital City Independent Study	7222 24th Street	Sacramento	CA	95822
Caroline Wenzel Elementary	6870 Greenhaven Drive	Sacramento	CA	95831
Cesar E. Chavez Intermediate	7500 32nd Street	Sacramento	CA	95822
Charles A. Jones (Adult Ed)	5451 Lemon Hill Avenue	Sacramento	CA	95824
Crocker Riverside Elementary	2970 Riverside Boulevard	Sacramento	CA	95818
David Lubin Elementary	3535 M Street	Sacramento	CA	95816
Earl Warren Elementary	5420 Lowell Street	Sacramento	CA	95820
Edward Kemble Elementary	7495 29th Street	Sacramento	CA	95822
Elder Creek Elementary	7934 Lemon Hill Avenue	Sacramento	CA	95824
Ethel I. Baker Elementary	5717 Laurine Way	Sacramento	CA	95824
Ethel Phillips Elementary	2930 21st Avenue	Sacramento	CA	95820
Father Keith B. Kenny Elementary	3525 Martin L. King, Jr. Blvd.	Sacramento	CA	95817
Fern Bacon Middle	4140 Cuny Avenue	Sacramento	CA	95823
Genevieve F. Didion K-8	6490 Harmon Drive	Sacramento	CA	95831
George Washington Carver School of Arts and Science	10101 Systems Parkway	Sacramento	CA	95827
Golden Empire Elementary	9045 Canberra Drive	Sacramento	CA	95826
H. W. Harkness Elementary	2147 54th Avenue	Sacramento	CA	95822
Hiram W. Johnson High	6879 14th Avenue	Sacramento	CA	95820
Hollywood Park Elementary	4915 Harte Way	Sacramento	CA	95822

Hubert H. Bancroft Elementary	2929 Belmar Street	Sacramento	CA	95826
Isador Cohen Elementary	9025 Salmon Falls Drive	Sacramento	CA	95826
James W. Marshall Elementary	9525 Goethe Road	Sacramento	CA	95827
John Bidwell Elementary	1730 65th Avenue	Sacramento	CA	95822
John Cabrillo Elementary	1141 Seamas Avenue	Sacramento	CA	95822
John D. Sloat Elementary	7525 Candlewood Way	Sacramento	CA	95822
John F. Kennedy High	6715 Gloria Drive	Sacramento	CA	95831
John H. Still K-8	2250 John Still Drive	Sacramento	CA	95832
John Morse Therapeutic Center	1901 60th Avenue	Sacramento	CA	95822
Leataata Floyd Elementary	401 McClatchy Way	Sacramento	CA	95818
Leonardo da Vinci K-8	4701 Joaquin Way	Sacramento	CA	95822
Luther Burbank High	3500 Florin Road	Sacramento	CA	95823
Mark Twain Elementary	4914 58th Street	Sacramento	CA	95820
Martin Luther King, Jr. K-8	480 Little River Way	Sacramento	CA	95831
Matsuyama Elementary	7680 Windbridge Drive	Sacramento	CA	95831
McClaskey Adult Education Center	5241 J Street	Sacramento	CA	95819
Miwok Middle (FKA Sutter Middle)	3150 I Street	Sacramento	CA	95816
New Joseph Bonnheim Community Charter	7300 Marin Avenue	Sacramento	CA	95820
Sacramento New Technology Early College High School	1400 Dickson Street	Sacramento	CA	95822
Nicholas Elementary	5100 El Paraiso Ave	Sacramento	CA	95824
Oak Ridge Elementary	4501 Martin L. King Jr. Blvd.	Sacramento	CA	95820
O. W. Erlewine Elementary	2441 Stansberry Way	Sacramento	CA	95826
Pacific Elementary	6201 41st Street	Sacramento	CA	95824
Parkway Elementary	4720 Forest Parkway	Sacramento	CA	95823
Phoebe A. Hearst Elementary	1410 60th Street	Sacramento	CA	95819
Pony Express Elementary	1250 56th Avenue	Sacramento	CA	95831
Rosa Parks Elementary	2250 68th Avenue	Sacramento	CA	95822
Rosemont High	9594 Kiefer Boulevard	Sacramento	CA	95827
Sam Brannan Middle	5301 Elmer Way	Sacramento	CA	95822
School of Engineering and Sciences	7345 Gloria Drive	Sacramento	CA	95831
Sequoia Elementary	3333 Rosemont Drive	Sacramento	CA	95826
Success Academy	2221 Matson Dr.	Sacramento	CA	95822
Susan B. Anthony Elementary	7864 Detroit Boulevard	Sacramento	CA	95832
Sutterville Elementary	4967 Monterey Way	Sacramento	CA	95822
Suy:u Elementary	6032 36th Avenue	Sacramento	CA	95824
Tahoe Elementary	3110 60th Street	Sacramento	CA	95820
The Met Sacramento High School	810 V Street	Sacramento	CA	95818
Theodore Judah Elementary	3919 McKinley Boulevard	Sacramento	CA	95819
Umoja International Academy (FKA Kit Carson International Academy)	5301 N Street	Sacramento	CA	95819
Washington Elementary	520 18th Street	Sacramento	CA	95811

West Campus	5022 58th Street	Sacramento	CA	95820
Will C. Wood Middle	6201 Lemon Hill Avenue	Sacramento	CA	95824
William Land Elementary	2120 12th Street	Sacramento	CA	95818
Woodbine Elementary	2500 52nd Avenue	Sacramento	CA	95822

NIF (Non-Instructional Facilities)				
Childrens Center Staff	520 18th Street	Sacramento	CA	95811
Nutrition Services	3101 Redding Avenue	Sacramento	CA	95820
Operations Support Services 1	425 1st Avenue	Sacramento	CA	95818
Purchasing/Warehouse	3051 Redding Avenue	Sacramento	CA	95820
Special Ed Staff	5921 26th Street	Sacramento	CA	95822
Transportation	7050 San Joaquin Street	Sacramento	CA	95820

Any other location within the Greater Sacramento Area designated by the District

Cost Proposal

RFP 25-0116-4

Responder Company Name:_____
Responder Name:_____
Responder Title:_____
Responder SPIN:_____
Responder Phone:_____

Responding Service providers must determine Erate eligibility percentage as well as category of service, (intermetal connections “I/C” or Basic Maintenance “BM”).

The Districts CATEGORY TWO CORE SWITCH EQUIPMENT Includes (or equivalent):

Line Number	Part Number	Description	Service Duration (Months)	Qty	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
1.0	**C9500-24Y4C-EDU**	Catalyst 9500 24x1/10/25G and 4-port 40/100G, K12	---	73					
1.0.1	CON-L1NCD-C9E5024U	CX LEVEL 1 8X7NCDCatalyst 9500 24x11025G and 4port 40	36	73					
1.1	C9500-DNA-24Y4C-A	C9500 DNA Advantage, Term License	---	73					
1.1.0.1	CON-L1SWT-C9524YCA	CX LEVEL 1 SW SUB C9500 DNA Advantage	36	73					
1.1.1	C9500-DNA-L-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	36	73					
1.2	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	---	146					
1.3	C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	---	73					
1.4	C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	---	73					
1.5	C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	---	146					
1.6	C9500-NW-A	C9500 Network Stack, Advantage	---	73					
1.7	S9500UK9-1712	Cisco Catalyst 9500 XE 17.12 UNIVERSAL	---	73					
1.8	C9K-F1-SSD-240G	Cisco pluggable SSD storage	---	73					
1.9	C9500-RFID	RFID Selected	---	73					
1.10	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	---	73					

2.0	**C9500-48Y4C-EDU**	Catalyst 9500 48-port x 1/10/25G and 4-port 40/100G , EDU	---	10					
2.0.1	CON-L1NCD-C950048E	CX LEVEL 1 8X7NCDCatalyst 9500 48port x 11025G and 4	36	10					
2.1	C9500-DNA-48Y4C-A	C9500 DNA Advantage, Term License	---	10					
2.1.0.1	CON-L1SWT-C9548Y4A	CX LEVEL 1 SW SUB CX LEVEL 1 SW SUB C9	36	10					
2.1.1	C9500-DNA-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	36	10					
2.2	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	---	20					
2.3	C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	---	10					
2.4	C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	---	10					
2.5	C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	---	20					
2.6	C9500-NW-A	C9500 Network Stack, Advantage	---	10					
2.7	S9500UK9-1712	Cisco Catalyst 9500 XE 17.12 UNIVERSAL	---	10					
2.8	C9K-F1-SSD-240G	Cisco pluggable SSD storage	---	10					
2.9	C9500-RFID	RFID Selected	---	10					
2.10	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	---	10					

Sub Total	
Taxes	
Installation	
Grand Total	

Responders must also include addendums specifying all information required in the Project Scope and Responder Service Provider sections of this RFP

RFP Form

RFP 25-0116-4

Sacramento City Unified School District

5735 47th Ave.

Sacramento, California 95824

To: Superintendent and Members of the Board of Education

The undersigned, doing business under the full and complete legal Responder name as set forth below, having examined the Notice to Responders, RFP Instructions, Scope of Work & Requirements, General Conditions, Agreement and all other documents forming a part of the RFP package for the above-referenced RFP, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the documents contained in said RFP package. The entire RFP Package is submitted, together with this RFP Form.

Dated this _____ day of _____ , 2025

Name of Bidder: _____

Type of Organization: _____

Signed by: _____

Title of Signer: _____

Address of Bidder: _____

Taxpayer's Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____

Web page: _____

Business Services
Contracts Office
5735 47th Avenue, Sacramento, CA 95824
(916) 643-2464

Lisa Allen, Superintendent
Janea Marking, Chief Business Officer

Letter of Agreement

Pursuant to the terms of Sacramento City Unified School District's 25-0116-4 for CATEGORY TWO CORE SWITCH EQUIPMENT, (Name of Company) _____'s response to 25-0116-4 dated (mm/dd/yyyy) _____, (Name of Company) _____ will provide the equipment and services per 25-0116-4 effective the date of issuance of Sacramento City Unified School District Purchase Order(s).

(Name of Company) _____and Sacramento City Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Sacramento City Unified School District for E-Rate 2025 (YEAR 28), and Sacramento City Unified School District Board of Education approval.

The Sacramento City Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The Sacramento City Unified School District shall not be responsible for any costs to Bidder prior to termination.

Sacramento City Unified School District	(Name of Company)
_____	_____
Authorized Representative Signature	Authorized Representative Signature
_____	_____
Date	Date
Janea Marking	_____
Name	Name

Chief Business Officer	
Title	Title
5735 47th Avenue Sacramento, CA 95824	
Address	Address
janea-marking@scusd.edu	
Email	Email
916-643-9055	
Phone	Phone

Fingerprint Certification

RFP 25-0116-4

Responder Certification

I, _____, am an authorized representative of/doing business as (Name of Responder/consultant)_____, and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all its employees who may have contact with District pupils or unsupervised access to any District campus of the Sacramento City Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).

Failure to comply with these terms or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Executed this_____ day of _____, 20_____, in_____ County, California.

_____
Name of Responder/Consultant (please print)

_____
Name/Title of Authorized Representative (printed)

_____
(Signature)

Statement of Non-Conflict of Interest

RFP 25-0116-4

The Responder hereby warrants that he or she has no business or financial interests that are in conflict with his or her obligations to the District and further agrees to disclose any such interest which may be acquired during the life of an agreement with the District. The Responder also certifies that it and its members are not, officers, agents, or employees of the District, nor have they been since January 1, 2001.

_____
Signature

_____
Printed Name

_____
Title

_____
Responder

_____
Date

Insurance Acknowledgement

RFP 25-0116-4

Notice to Bidders regarding Indemnity and Insurance Requirements

Commercial General Liability and Automobile Liability Insurance
Contractor shall procure and maintain, during the life of the contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor and District, from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from operations under this Contract. This coverage shall be provided in a form at least as broad as Insurance Services (ISO) Form CG 0001 11188. Contractor shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability, and Any Auto including owned, non-owned, and hired, are included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.

Contractor's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed $25,000 unless approved in writing by District.

All such policies shall be written on an occurrence form.

Excess Liability Insurance
Contractor may procure and maintain, during the life of this Contract, an Excess Liability Insurance Policy to meet the policy limit requirements of the required policies if Contractor's underlying policy limits are less than required.

There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Excess Liability Insurance Policy. Any Excess Liability Insurance Policy shall be written on a following form and shall protect Contractor, District, State, Construction Manager(s), Project Manager(s), and Architect(s) in amounts and including the provisions as set forth in the Supplementary Conditions (if any) and/or Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

Subcontractor(s): Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance (if Subcontractor elects to satisfy, in part the insurance required herein by procuring and maintaining an Excess Liability Insurance Policy) with forms of coverage and limits equal to the amounts required of the Contractor.

Workers' Compensation and Employers' Liability Insurance
In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees. Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits.

Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employee engaged in Work under this Contract, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

Proof of Carriage of Insurance and Other Requirements: Endorsements and Certificates

Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

Endorsements, certificates, and insurance policies shall include the following:

A clause stating:
"This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to District stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

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.

All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance.

Insurance written on a "claims made" basis is to be renewed by the Contractor and all Subcontractors for a period of five (5) years following completion of the Work or termination of the agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of the agreement, and will cover the Contractor and all Subcontractors for all claims made.

Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents.

All endorsements shall waive any right to subrogation against any of the named additional insureds.

All of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than **A: VII**.

The insurance requirements set forth herein shall in no way limit the Contractor's liability arising out of or relating to the performance of the work or related activities.

Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the agreement.

Insurance Policy Limits

Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	**$2,000,000 per occurrence; $4,000,000 aggregate**
Automobile Liability – Any Auto	Combined Single Limit	$1,000,000
Workers Compensation		Statutory limits pursuant to State law
Employers' Liability		$1,000,000

Contract Security - Bonds

Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of Cost Proposal as security for faithful performance of the contract.

Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the Cost Proposal as security for payment of persons performing labor and/or furnishing materials in connection with the contract.

Cost of bonds shall be included in the Cost Proposal. All bonds related to this Project shall be in the forms set forth in the RFP and shall comply with all requirements of the RFP, including, without limitation, the bond forms.

Indemnity

To the furthest extent permitted by California law, the Contractor shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District, its consultants and separate contractors, and their respective board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise

exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the California Department of Industrial Relations.

The Contractor shall give prompt notice to the District in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if the Contractor's agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein shall be determined to be void or unenforceable, in whole or in part, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein. Further, the Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.

In any and all claims against any of the Indemnitees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District, Architect and Construction Manager have received written agreement from the Contractor that they will unconditionally defend the District, Architect and Construction Manager, their officers, agents and employees, and pay any damages due by reason of settlement or judgment.

The defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Agreement.

I have read and understand the above requirements and agree to be bound by them for any work performed for the District.

_____

Signature Date

_____

Printed Name & Title

_____

Responder