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'3URMHFWµ

The Governing Board of the District intend to select a contractor for the Proj 587gb. >-2.996 <0052005900

Proposal results Z L O O E H S R V W H G R Q W K [www.usda.gov](http://www.usda.gov) for Z H E M L W H D W  
February 24 2021

2.

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/site/serviceproviders/step-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

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.
  
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<https://www.usac.org/ate/applicantprocess/competitivebidding/freeservicesadvisory/> There are no free services offered that would predicate artificial discount and preclude the applicant from paying its proportionate 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 Funding Year begins on July

x 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-recurring services to permit applicants to seek support for category two eligible services purchased for 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 trial networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking [FCC 1499](#) , 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



be negotiated and obtained via an official amendment to this Agreement and  
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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. ~~Responde~~  
state in their proposal that they acknowledge, accept and are in agreement with  
coterminous expiration conditions.

Proposals must be clear, concise, complete, well organized, and demonstrate 5 H V S R Q G H U ·  
qualifications and ability to follow instructions





### 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 apply 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 a 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 11927.1. 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 this agreement arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the FRXUW PD\ DGMXGJH UHDVRQDEOH DV WR DWWRUQH\·V IHHV DQG

### Governing Law and Venue

In the event of litigation, these 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 that will be in the best interest of the District, or cancel in whole or in part the 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 1 0 0 0 6 a4,83a4,833(o292 594.46 Tm 0 g Cos )04400570nb50 0518 0 g I ben

### 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 a 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 -3(ics O G [( )] Td2ond)-Op1lia 373.316()-2(nd)

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. Responders 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 procure articles or services which the successful Responder may be unable to furnish because of economic conditions,

Are not presently indicted 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 (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 protest deadline will not be considered.
- c. The protest must refer to specific portions of all documents that form the basis for the protest.

These requirements are to be strictly construed. Timely protests and/or grounds not set forth in the protest will not be considered. Further, the failure to comply with the 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 Commission (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to 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/egate>.

## Brands

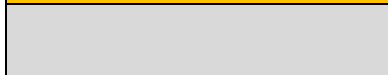
When a particular brand or brand and model number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand







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PAN-SFP-PLUS-SR

4

Palo - SFP+ transceiver  
module - 10 GigE

\$

|                       |   |   |      |
|-----------------------|---|---|------|
| PAN-PA-5260TP-5YR-HA2 | 2 | Palo Threat Prevention for PA-5260 subscription license (5 years)1 dev    | \$ - |
| PAN-PA-5260WF-5YR-HA2 | 2 | WildFire for PA5260 for High Availability- subscription license (5 years) | \$ - |
| PAN-SVC-PREM-52605YR  | 1 | Palo Premium Support Program- extended service agreement- 5 years         | \$ - |
| PAN-QSFP-40GBASESR4   | 2 | Palo Alto QSFP+ 40G 100M Transceiver                                      | \$ - |

Sacramento City Unified School District  
5735 4<sup>th</sup> 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 part of the RFP package for the above referenced RFP, hereby proposes to perform the A397(Scope)-3( )-397(3[docu)



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Name

Chief Business Officer

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Title

5735 4<sup>th</sup> Avenue Sacramento, CA 95824

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Address

Rose-f-ramos@scusd.edu

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Email

916-643-9055

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Phone

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Name

---

Title

---

Address

---

Email

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Phone





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

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Signature

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Printed Name

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Title

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Responder

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Date

Notice to Respondents regarding Indem

Contractor shall require WV 6XEFRQWUDFWRU V LI DQ\ WR SURFXUH DQG  
&RPSHQVDWLRQ ,QVXUDQFH DQG (PSOR\HUV· /LDELOLW\ ,QVXUDQ  
6XEFRQWUDFWRU V \$Q\ FODVV RI HPSOR\HH RU HPSOR\HHV QR  
insurance shall be covered\ &RQWUDFWRU·V LQVXUDQFH ,I DQ\ FODVV RI  
engaged in Work under this Contract, on or at the Site of the Project, is not protected under the  
:RUNHUV· &RPSHQVDWLRQ ,QVXUDQFH &RQWUDFWRU VKDOO SUR  
provide, adequate insurance coverage for the protection of any employee(s) not otherwise

7KH LQVXUDQFH UHTXLUHPHQWV VHW IRUWK KHUHLQ VKDOO LQ G





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

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

(Affix Corporate Seal)

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

(Affix Corporate Seal)

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety