

ROWLAND UNIFIED SCHOOL DISTRICT

Category I

Internet Service Provider (ISP)

E-rate Funding Year 2026, Form 470 #260005634

RFP/Q 2025-26 (E9)



Rowland Unified School District

Bid Due Date

January 8, 2026 - 10:00 A.M.

TABLE OF CONTENTS - CONTRACT DOCUMENTS**PROCUREMENT AND CONTRACTING REQUIREMENTS****Title**

Title Page/Overview

General Specifications

Requirements and Description of Services

Exhibit A – Proposal Form

Attachment A.1 - E-Rate Supplemental Terms & Conditions

Exhibit C – Certification of Compliance

Exhibit D – Form of Agreement

Exhibit A.1 – Product Description

Exhibit B – Purchase Order

Exhibit C – Terms & Conditions to Purchase Order

Exhibit E- Non-Collusion Declaration

Exhibit F – Iran Contracting Act Certification

Exhibit I – Russian Sanctions Certification (if bid over \$5 million)

DOCUMENTS THAT BIDDER MUST SUBMIT AS PART OF ITS BID

Proposal Form (Acknowledge Addenda)

E-Rate Supplemental Terms & Conditions

Certification of Compliance

Form Agreement

Non-Collusion Declaration

Iran Contracting Act Certification

Rowland Unified School District

Technology Services Request for Proposals For Category I

(Internet Service Provider)

E-rate Funding Year 2026, Form 470 #260005634
RFP/Q 2025-26 (E9)

I. OVERVIEW

A. Introduction and Purpose

The Rowland Unified School District ("District") is seeking proposals from qualified providers for Internet Service in accordance with the Universal Service School and Libraries (SLD). This acquisition shall apply to funding year 2026.

The District intends to enter into a thirty-six (36) month service agreement with the Respondent whose proposal is the best and most responsive/responsible proposal meeting the needs of the District as determined by the District, two optional one-year extensions.

B. Schedule of Events

11/21/2025 – Advertisement SGVT

11/28/2025 – Advertisement SGVT

11/21/2025 – Form 470/RFP posting date

12/09/2025 - RFI (clarification questions from vendors) deadline no later than 10:00 a.m.

**12/18/2025 – Final Addendum posted (if needed) as additional “RFP/Q Document”
to Form 470**

01/08/2026 – Bid due date @ 10:00:00 a.m. (Pacific Time)

C. Proposal Response Requirements

Because the service and equipment specified in this RFP/Q are being submitted to the Schools and Libraries Division (SLD) of the FCC as part of "E-rate" Universal Service Administrative Company (USAC) discount eligibility, all posting and response procedure must satisfy SLD E-rate submission requirements (per instructions and rulings posted at <https://www.usac.org/e-rate/>), California state requirements, local and District requirements. These requirements include, but are not limited to:

- a. The proposal must NOT require the purchase or acquisition of additional hardware, software or service outside the scope of the proposal or by any third-party provider;
- b. The pre-discount cost and description of all services, hardware, software and related components, where available, should be clearly identified on the response in addition to the total pre-discount service cost. These costs should be specified for each line item proposed;
- c. A complete description of the services and/or equipment, as required by the SLD must be attached to, or submitted with these costs; The response must also

clearly state the permanent SLD Service Provider Identification Number (SPIN) for the provider of proposed services.

II. GENERAL SPECIFICATIONS

A. Contact Information

Any service provider seeking clarification of Form 470 and/or RFP/Q shall email a request for information (RFI) to the following address by the RFI deadline: rmcleod@rowlandschools.org Please include “E-rate Funding Year 2026, Form 470 #260005634” in the email subject line. RFI deadline is December 9, 2025, no later than 10:00 a.m.

Responses to RFI’s will be provided via addenda posted on the district’s website at www.rowlandschools.org and to Form 470 through the E-rate Productivity Center (EPC) online at <https://data.usac.org/publicreports/Forms/Form470Rfp/Index>.

B. Bid Submission

To be considered a Vendor, the candidate must submit the complete original proposal, in the format stated below, and provide fully executed copies of any and all addenda[s] required to be returned, in a sealed envelope on or before **10:00 a.m., on the 8th day of January, 2026**, to the following address:

Rowland Unified School District
Attn: Rosana McLeod, Director of Purchasing
1830 Nogales Street
Rowland Heights, CA 91748

All proposals shall be sealed in a package **clearly labeled with the Title of the RFP/Q “Internet Service Provider - Category I” and RFP/Q# 2025-26 (E9)** on the outside of the package.

The Vendor is required to submit an Original Bound plus three (3) bound copies and one (1) flash drive copy of the proposal and any required addenda(s). All proposals shall be prepared by and at the expense of the Vendor.

It is the sole responsibility of each respondent to ensure all submittals and attachments are received by the District before the deadline.

Proposal costs must be submitted and signed on Attachments A.

C. Bid Due Date

Bids are due on the bid due date identified herein. If zero or only one bid is received, additional bids may be solicited and considered unless otherwise specified in the RFP/Q.

D. Non-Collusion Declaration

Bidders shall submit the Non-collusion Declaration with their Bids. Bids submitted without the Non-collusion Declaration shall be deemed non-responsive and will not be considered.

E. Iran Contracting Act Certification

Bidders shall submit the Iran Contracting Act Certification with their Bids. Bids submitted without the Iran Contracting Act Certification shall be deemed non-responsive and will not be considered.

F. Addenda

Addenda may also be issued to modify parts of the Contract Documents as deemed advisable by the District. Bidder must acknowledge each Addendum in its Bid Form by number or its Bid may be considered non-responsive. Each Addenda shall be part of the Contract Documents. A complete listing of Addenda may be obtained from the District.

G. Bid Evaluation Criteria

The District will evaluate all proposals received and determine which proposal is in the District's overall best interest to accept. The District will score the proposals on the criteria identified below. During the evaluation, the District may request proposal clarifications, explanations, and answers from the Vendor.

<u>Selection Criteria</u>	<u>Weight</u>
E-Rate Eligible Price/Charges	40%
Meets the Districts needs/requirements	20%
Transition Plan	10%
Service Level Agreement	10%
Required Documents	5%
Experience w/District	15%
Overall Ranking	100%

H. Contract Term

The District requires a service agreement with a duration designed to comply with E-Rate requirements of an initial term of thirty-six (36) months (3 years).

District reserves the option to extend this contract two (2) additional years at a time through June 30, 2031, exercisable solely at the District's discretion.

I. Ineligible Products and Services

The bidder shall identify all E-rate ineligible or partially eligible costs included in all bids.

J. Taxes, Surcharges, Fees, and Other Costs

The bidder shall include all relevant costs, or best estimates, of all costs associated with products and services proposed, including but not limited to taxes, surcharges, fees, shipping, handling, and labor (if requested). Omission of taxes or other relevant costs may result in disqualification of bid.

K. Job Walk/Site Visit

No job walk or site visit is required for bid.

L. Service Provider Eligibility

- a. 498 ID/Service Provider Identification Number (SPIN) – Bidder must have a 498 ID/SPIN number which must be submitted with their quote. Information on obtaining a SPIN is available at <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>.
- b. Red Light Status – Bidder must include FCC Red Light Status with the bid. Red Light Display System is available at <https://apps.fcc.gov/cores/userLogin.do>. Bids from service providers in Red Light Status may be rejected by the applicant.

M. Invoice Mode

The Service Provider Invoice (SPI) billing method will be used unless the applicant notifies the service provider to the contrary.

N. Additional E-Rate Conditions

- a. Bidder shall be subject to all USAC, FCC, State, and local specifications and requirements.
- b. Bidder must be familiar with billing methods and timelines associated with the E-rate program and submission of a quote constitutes agreement to all USAC terms.
- c. In the event E-rate funding is denied or reduced, the applicant reserves the right to modify the scope of the project or cancel the projects.
- d. All awards related to this solicitation are subject to the applicant receiving approval for funding through the E-rate process.
- e. No guarantee can be given that any or all items or services under this quote request will be: a) purchased; b) that the stated amounts will be reached; or, c) that they will not be exceeded. Bidder agrees to furnish more or less at the prices quoted in accordance with the actual requirements.
- f. In the event there is a discrepancy between the various RFP/Q Documents, the more stringent, higher quality, and greater quantity of work shall apply.

O. Bid Protest

Any bid protest by any Bidder regarding any other bid on this Project must be submitted in writing to the District, before 5:00 p.m. of the THIRD (3rd) Business Day following the date of The Notice of Intent to Award.

- a. The protest must contain a complete statement of any and all bases for the protest.
- b. The protest must refer to the specific portions of all documents that form the bases for the protest, including the specific portion(s) of the bid(s) that the Bidder is protesting.
- c. The protest must include the name, address and telephone number of the person representing the protesting party.
- d. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest, which must include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

- e. The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

III. REQUIREMENTS AND DESCRIPTION OF SERVICES

A. Service Locations

The Rowland Heights Unified School District is requesting proposals for services from duly licensed and qualified professionals to provide high-speed internet service, transport, and support to offer Internet Access. Please quote the following locations:

1. District Office (DO): 10 Gbps from the current demarcation at 1830 NOGALES STREET, ROWLAND HTS., CA 91748 [33°59'7" N 117°53'19" W]; **and**
2. Nogales High School (NHS): 10 Gbps from current demarcation at 401 NOGALES ST, LA PUENTE, CA 91744 [34°0'31" N 117°53'18" W].

- B.** Internet Service Provider is to provide a firm fixed quote for a dedicated Internet access product offered at speeds of 10Gbps at the addresses listed above for 36-month terms, with two optional one-year extensions. The proposal must include all billable items (Set-Up, Delivery, Installation, or any other One-Time, Non-Recurring Charges, Costs or Fees, plus Annual or Monthly Recurring Charges (MRC) and any other Charges, Costs or Fees not listed above, plus any estimated taxes and surcharges). Include detailed descriptions of any taxes and surcharges. **ALL INELIGIBLE COSTS MUST BE INDICATED.**
- C.** RUSD maintains a /19 public IPv4 address range registered through ARIN, currently routed through the District Office Internet link provided by the Los Angeles County Office of Education (LACOE). The selected provider must route this existing /19 ARIN-assigned range through the new District Office circuit and provide an additional provider-assigned /24 public IPv4 range at each location (DO and NHS). The District's current configuration uses static IPv4 routes; while its FortiGate equipment supports BGP, the District's preference is to maintain static routing. The circuit handoff at each site must be 10GBASE-SR SFP+ compatible, and the provider must specify all required equipment, rack units, and power requirements. A map or diagram showing the proposed fiber path from the provider's central office or data center to each site must be included, identifying key route details and any construction required. The circuit handoff will occur in each location's MDF/MPOE room, and because the District cannot confirm the exact point where private conduit meets the public right-of-way, the bidder must verify this as part of the proposal.
- D.** Maintenance of any necessary Service Provider equipment shall be a part of the Service Provider's responsibility. If there is a one-time connection or installation fee, list this fee separately. If there are functions, features, or services that are ineligible for E-rate funding that are offered as additional options, please provide a description of these features and services and the associated pricing separate from the eligible services. **ALL services will be eligible for E-rate funding unless we are advised differently by the Service Provider.**
- E. Service Level Agreements (SLA)**
Proposers must include a Service Level Agreement (SLA) as part of their proposal. The SLA should, at a minimum, specify a guaranteed uptime of 99.99% (excluding scheduled

maintenance) and include defined performance metrics for latency, jitter, and packet loss. It must also outline response and restoration time commitments for service interruptions, along with remedies or penalties applicable if the provider fails to meet the established performance standards.

Proposers must acknowledge and incorporate the following communication and notification requirements within their submitted SLA. The District will evaluate compliance with these standards as part of the proposal review process. The proposer will:

- Open and update a service ticket immediately upon detection of the outage.
- Notify the District's designated point of contact within 15 minutes of the outage being identified.
- Provide an initial status update that includes the estimated time of restoration (ETA) and a description of the issue's cause and scope, if known.
- Continue to provide status updates at least every 60 minutes or as significant progress (no longer than every 2 hours) is made until full service is restored.
- Issue a post-incident report within one (1) business day of resolution summarizing the cause, duration, corrective actions taken, and measures to prevent recurrence.

F. Transition Plan

The District requires all suppliers to provide a transition plan with their proposal response. The plan must include the resources to be dedicated to the transition, all associated transition costs, and a detailed timeline of actions with target completion dates for both the supplier and the District's transition team. The transition plan must also outline the supplier's expectations of the District, including any information or tasks the District is to provide, along with the dates by which such information or tasks will be required. The transition plan must ensure that all necessary activities are completed to allow full implementation of services by July 1, 2026.

G. Discount Funding

The cost for all related recurring and non-recurring services will be submitted to the Schools and Libraries Division (SLD) as part of the Universal Service Fund "E-rate" discount program. Because of this, it is necessary for all eligible internal connection components, including both non-recurring and recurring costs to be clearly specified in the successful proposal. Furthermore, and pursuant to SLD E-rate discount application procedures, the proposal response must indicate non-discounted costs for all equipment, cables, software licenses, and services. Upon proposal acceptance, all invoices for eligible equipment and services must specify only the discounted amounts.

The final purchase of these equipment items will be dependent upon approval of the discount applications from the SLD. The District shall reserve the right to modify site quantities depending upon available funding and discount approvals. The District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

Pursuant to E-rate discount requirements, the Vendor must meet all of the necessary eligibility requirements, at Vendor's expense, to receive reimbursement funding from the Universal Service Fund per Section 254 of the Telecommunication Act of 1996 and subsequent orders.

EXHIBIT A**Proposal Form**

High Speed Internet Services Service to District Office (DO): 10 Gbps from the current demarcation at 1830 NOGALES STREET, ROWLAND HTS., CA 91748 [33°59'7" N 117°53'19" W]

Entity Name	Bandwidth	One Time Cost/Installation	Recurring Monthly (MRC)	Estimated Monthly Taxes and Surcharges	Annual Cost for Recurring Services	Monthly Total with Taxes and Surcharges
Rowland Unified School District Office (DO)	10 Gbps					

High Speed Internet Services Service to Nogales High School (NHS): 10 Gbps from current demarcation at 401 NOGALES ST, LA PUENTE, CA 91744 [34°0'31" N 117°53'18" W]

Entity Name	Bandwidth	One Time Cost/Installation	Recurring Monthly (MRC)	Estimated Monthly Taxes and Surcharges	Annual Cost for Recurring Services	Monthly Total with Taxes and Surcharges
Nogales High School (NHS)	10 Gbps					

END OF SECTION

Rowland Unified School District Sites

	Site Name	Abbreviation	Address
1	District Office	DO	1830 Nogales St Rowland Heights CA 91748
2	Alvarado Intermediate	ALV	1901 Desire Ave Rowland Heights CA 91748
3	Blandford Elementary	BLA	2601 Blandford Dr Rowland Heights CA 91748
4	CDS/Spec Ed	CDS	1928 Nogales St Rowland Heights CA 91748
5	Giano Intermediate	GIA	3223 S Giano Ave West Covina CA 91792
6	Hollingworth Elementary	HOL	3003 E Hollingworth La Puente CA 91744
7	Hurley Elementary	HUR	535 Dora Guzman Ave La Puente CA 91744
8	Jellick Elementary	JEL	1400 Jellick Ave Rowland Heights CA 91748
9	Killian Elementary/RACE	KIL/RACE	19100 Killian Ave Rowland Heights CA 91748
10	Nogales High School	NHS	401 Nogales St La Puente CA 91744
11	Northam Elementary	NOR	17800 Renault St La Puente CA 91744
12	Oswalt Academy	OSW	19501 Shadow Oak Dr Walnut CA 91789
13	Rorimer Elementary	ROR	18750 Rorimer St La Puente CA 91744
14	Rowland Elementary	ROW	2036 Fullerton Rd Rowland Heights CA 91748
15	Rowland High School	RHS	2000 Otterbein Ave Rowland Heights CA 91748
16	Santana High School	SHS	341 La Seda Rd La Puente CA 91744
17	Shelyn Elementary	SHE	19500 Nacora St Rowland Heights CA 91748
18	Transportation, Building Services, RIC, Technology	TBRT	1020 Otterbein Ave Rowland Heights CA 91748
19	Telesis Academy	TEL	2800 E Hollingworth St West Covina CA 91792
20	Villacorta Elementary	VIL	17840 E Villacorta St La Puente CA 91744
21	Ybarra Academy	YBA	1300 Brea Canyon Cut Off Rd Walnut CA 91789
22	Yorbita Elementary	YOR	520 Vidalia Ave La Puente CA 91744

ATTACHMENT A.1

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with proposal and/or bid response (“Proposal”) in response to this Solicitation (“RFP/RFB/RFQ”).

The Telecommunications Act of 1996 established a fund by which Schools and Libraries (“Applicant” or “Applicants”) across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (“FCC”). Funding is made available upon application approval by the Universal Service Administrative Company (“USAC”), which was established by the Act. The amount of discount is based on the numbers of students eligible to receive free and reduced-price meals.

1) E-RATE CONTINGENCY

The project herein is contingent upon the approval of funding from the Universal Service Fund’s Schools and Libraries Program, otherwise known as E-rate. Even after award of Agreement(s) and/or E-rate funding approval is approved, the Applicant may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the Applicant .

2) SERVICE PROVIDER REQUIREMENTS

The Applicant expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current rules and requirements and future rules and requirements issued by the FCC and USAC throughout the agreement period of any Agreement entered into as a result of this RFP/RFB/RFQ.
- b. Service Providers are responsible for providing a valid Service Provider Identification Number (“SPIN”). 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/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission 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. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the Proposal is submitted. Any potential Service Provider 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 Service Provider's sustained Red Light Status may be grounds for termination of the Agreement as it could prohibit the Service Provider 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. Products and services must be delivered before billing and E-rate discounting can commence. At no time may the Service Provider invoice before July 1, 2026.
- f. 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 Agreement and USAC-approved extensions).

- g. 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 USAC guidelines.
- h. **For Category 2 services, within one (1) week of notification of award, the awarded Service Provider must provide the Applicant a bill of materials using a completed and most current and appropriate version of USACs “Bulk Upload Template” (formerly known as the Item 21 attachment) located at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>. Subsequent schedules of values and invoices must match the Bulk Upload Template and approved Funding Request Line Items or subsequent approved service substitutions. If the service provider’s proposal consisted of pricing per eligible location, a summary sheet and summary Bulk Upload Template must be provided to describe the cumulative amount for all sites.**
- i. 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.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the Applicant prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the Applicant placing the vendor on an “Invoice Check” with the USAC:
<https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>.
- k. Service 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/>.
- l. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See <https://www.usac.org/about/reports-orders/supply-chain/>. Any proposed solution including Covered Equipment or Services as defined by the FCC will be disqualified. If, after award of the project it is found Covered Equipment or Services are included, the award and/or Agreement will be considered to be null and void. See <https://www.fcc.gov/supplychain> for further information on FCC requirements.
- m. SPAM and/or robotic responses will not be considered valid Proposals and will be disqualified from consideration.
- n. Any Service Provider proposals identifying contingency fees such as allocations for change orders, tariffs, or other speculative fees not specifically called out for in the scope and/or terms of the RFP/RFB/RFQ will automatically be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP/RFB/RFQ. Contingency fees not pre-approved by the Applicant will not be allowed.

3) **SERVICE PROVIDER ACKNOWLEDGEMENTS**

- a. The Service Provider acknowledges that no change in the products and/or services specified in its proposal will be allowed without prior written approval from the Applicant and a USAC service substitution approval with the exception of a Global Service Substitutions. See <https://www.usac.org/e-rate/applicant-process/before-youre-done/service-substitutions/>.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in

its Proposal shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Service Providers found not to be providing Lowest Corresponding Price (LCP) may be required to repay any identified overcharges to USAC. The Service Provider acknowledges that LCP is solely the service provider's responsibility and it will not hold the Applicant liable, or seek reimbursement from any applicant, for any appeals, commitment adjustments or funding recoveries.

d. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: <https://www.usac.org/about/reports-orders/supply-chain/>.

e. 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**

Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the Agreement's "effective date," E-rate eligible goods and/or services requested in this RFP/RFB/RFQ shall be delivered no earlier than the start of the 2026 funding year (July 1, 2026). 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. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

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 6, 2002). This FCC decision only applies to Priority/ Category 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/advance-installation/>

Category 2

There are two conditions that allow USAC to provide support in a funding year for Category 2 Internal Connections (equipment and services) incurred prior to that funding year.

- *Applicants may seek support for Category 2 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.*
- *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 Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#), released July 23, 2014).

It is important to note NO FCC FORM 474 INVOICING can take place before the Funding Commitment Decision Letter is issued, the FCC Form 486 is approved, and/or prior to July 1 of the funding year.

5) 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 FCC Form 474 Service Provider Invoice (SPI). The Applicant will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (FCC Form 472). The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Funding Request Number ("FRN") and associated FRN Line Items and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from USAC and submission, certification and USAC approval of FCC Form 486, the Applicant shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the Applicant decide that it is in the best interest of the Applicant to file an FCC Form 472, the Applicant will inform the Service Provider of its intent.
- The Service Provider agrees that it will not invoice USAC for equipment or services that have not been delivered to and accepted by the Applicant and installed. If equipment is being drop-shipped to the Applicant and the Applicant is responsible for installing the equipment, the Service Provider may not invoice USAC until equipment is received and accepted by the Applicant.
- 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 Applicant will only be responsible for paying its non-discounted share.

6) FCC/USAC AUDITS

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. The Service Provider hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP/RFB/RFQ for ten (10) years after final payment. The Applicant, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Service Provider 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.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES AND AGREEMENT TERM

During the term of any Agreement resulting from this RFP/RFB/RFQ, the Applicant may elect to procure

additional or like goods and/or services offered by the Service Provider t. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the Applicant'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 Applicant shall not enter into a separate Agreement for said goods or services. Service Providers must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____

Service Provider FCC Registration Number: _____

Service Provider Identification Number: _____

EXHIBIT “C”

**Internet Service Provider – Category I
E-rate Funding Year 2026**

RFP/Q # 2025-26 (E9)

**ROWLAND UNIFIED SCHOOL DISTRICT
CERTIFICATION OF COMPLIANCE**

I/we have received and reviewed the RFP/Q and any Addenda issued by the Rowland Unified School District and this submission is our entire submittal.

Vendor Name: _____

Authorized Signature: _____

Printed Name: _____

Date: _____, 2025

Number of Addenda Received: _____

Addenda. Addenda may also be issued to modify parts of the Contract Documents as deemed advisable by the District. Bidder must acknowledge each Addendum in its Bid Form by number or its Bid may be considered non-responsive. Each Addenda shall be part of the Contract Documents. A complete listing of Addenda may be obtained from the District.

EXHIBIT “D”

**Internet Service Provider – Category I
E-rate Funding Year 2026**

RFP/Q # 2025-26 (E9)

FORM OF AGREEMENT

FORM OF AGREEMENT

**ROWLAND UNIFIED SCHOOL DISTRICT
Internet Service Provider – Category I
E-rate Funding Year 2026**

AGREEMENT FOR SALE OF EQUIPMENT, MATERIALS, OR SERVICES**RFP/Q # 2025-26 (E9)**

This Agreement for Internet Service Provider, E-Rate Funding Yr. 2026, is made and entered into this _____ day of _____, 20____ (“Contract”), by and between _____ (“Seller”) and Rowland Unified School District (“Buyer” or “District”). Seller and Buyer may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. Sale and Description of Goods. Seller shall sell to the Buyer and Buyer shall purchase from Seller the services, products, equipment, materials, or supplies in the quantities and prices described in the document attached hereto as Exhibit “A” (the “Goods”).

1.1.2 Vendor shall be and remain, in compliance with all current E-Rate program guidelines established by the Federal Communications Committee (FCC). This procurement is entirely contingent upon available funding from the Federal E-Rate Program (Schools and Libraries Division) and the District may or may not undertake the procurement at its sole discretion.

2. Delivery. Services shall be installed by Seller at Seller’s sole expense (“Delivery”) pursuant to the terms of the Purchase Order attached hereto as Exhibit “B”. Seller shall strictly adhere to the delivery and completion schedules specified in this Contract

3. Compensation and Payment. Buyer agrees to pay Seller for services satisfactorily provided when service to all sites are operational, unless otherwise agreed.

Pursuant to Civil Code Section 1671 and Cal. U. Com. Code Section 2718, subd. (a), because it would be impracticable or extremely difficult to fix the actual value of damages to Buyer if Seller failed to timely deliver the Services within the Contract Time, it has been agreed upon by the Parties that Seller shall pay Buyer liquidated damages of _____ Dollars (\$_____.__) per day as liquidated damages for each and every day's delay beyond the time herein prescribed for Delivery under the Contract Time, which represents the result of a reasonable endeavor by the Parties to estimate a fair average compensation for any loss that may be sustained by Buyer if it is deprived of the beneficial use and enjoyment of the Goods to further its educational and governmental mission, and, as such, this amount is not intended to be a penalty in any manner whatsoever.

4. Entire Contract. This Contract including the Terms and Conditions attached hereto set forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties’ mutual consent.

5. Notices and Communications. Notices and communications between the Parties may be sent to the following addresses:

Buyer:

Miriam Kim

Asst. Superintendent, Admin. Svcs.

Rowland Unified School District

1830 S. Nogales Street

Rowland Heights, CA 91748

E-mail: mkim@rowlandschools.org

Tel. 626-854-8308 Seller:

_____, _____

ATTN: _____

E-mail _____

Telephone: _____

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day

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

6. Contract Documents. The Contract Documents include only the following documents, as indicated:

☒ Exhibit "A" ("Purchase Order ☐ Exhibit "B" Terms and Conditions to Contract

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Seller certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: _____, 20____

Rowland Unified School District

By: _____

Print Name: _____

Print Title: _____

Dated: _____, 20____

[Seller]

By: _____

Print Name: _____

Print Title: _____

Information regarding Seller:

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation
☐ Limited Liability Company
☐ Other: _____

Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

**EXHIBIT “A.1”
PRODUCT DESCRIPTION**

EXHIBIT “B”
RUSD – PURCHASE ORDER

EXHIBIT "C"

Terms and Conditions to Purchase Order / Agreement for Sale of Equipment, Materials, or Services

1. Parties. Vendor also known as "Seller" and **Rowland Unified School District** also known as "Buyer" or "District".

2. Freight Terms.

All prices shall be quoted F.O.B. destination, unpacked, assembled (if necessary) to the designated site(s) at the time of order. No additional freight, drayage or labor charges will be permitted. All cartons and other packaging materials to be removed from the site by the Seller or his agents.

3. Shipments.

All line items shall be delivered to the District's warehouse, complete as requested in one shipment. Partial line item delivery shall not be accepted without prior consent. Payment for partial line items shall be delayed until the complete quantity has been received at the District's warehouse. NOTE: This does not mean that the District will not accept a partial purchase order delivery, as long as the total quantity requested for each line item is included in the shipment.

4. Marking of Packages.

Each package contained in each shipment shall be clearly marked with the District purchase order number. Failure to mark the packages may delay District acceptance and payment for the shipment. Each package shall be marked with the sequential package number of threat shipment with the first package being marked Number 1, and PACKING SLIP ENCLOSED.

5. Inspection, Acceptance, and Rejection.

- a. Seller and its subcontractors will provide and maintain a quality assurance system acceptable to the Buyer covering the Goods and will tender to the Buyer only those Goods that have been inspected and found to conform to this Contract's requirements. Seller will keep records evidencing inspections and their result, and will make these records available to the Buyer during Contract performance and for three years after final payment. Seller shall permit the Buyer to review procedures, practices, processes and related documents to determine the acceptability of Seller's quality assurance system or other business practices related to performance of the Contract.
- b. All Goods may be subject to inspection and test by the Buyer or its authorized representatives.
- c. Seller and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the Buyer. Seller shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d. All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the Buyer at destination, notwithstanding any payment or inspection at source.
- e. Buyer shall give written notice of rejection of equipment, materials, or supplies delivered or services performed hereunder within a reasonable time after receipt of such equipment, materials, or supplies. Such notice of rejection will state the respects in which the equipment, materials, or supplies do not substantially conform to the specifications of the Goods. If the Buyer does not provide such notice of rejection within thirty (30) days of delivery, such equipment, materials, or supplies will be deemed to have been accepted. Acceptance by the Buyer will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the Buyer might have at law or by express reservation in this Contract with respect to any nonconformity.

6. Warranties.

- a. Warranty of Supplies of a Noncomplex Nature (Note-Intended to Implement terms substantially similar to 48 C.F.R. section 52.246-17 [UPDATED JUNE 2003])
 - i. Definitions. As used in this section entitled *Warranty of Supplies of a Noncomplex Nature* of the Article entitled *Warranties*
 - (1) Acceptance means the act of an authorized representative of the Buyer by which the Buyer assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.
 - (2) Supplies means the end items furnished by the Seller and related services required under this contract. The word does not include "data."
 - ii. Seller's obligations.
 - (1) Notwithstanding inspection and acceptance by the Buyer of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Seller warrants that for five (5) years after delivery ("Warranty Period")
 - a. All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and
 - b. The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

- (2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Seller. However, the Seller's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Seller's plant, and return.
- (3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to the Warranty Period and shall run from the date of delivery of the corrected or replaced supplies.

iii. Remedies available to the Buyer.

- (1) Buyer shall give written notice to the Seller of any breach of warranty within 45 days after discovery of the defect.
- (2) Within a reasonable time after the notice, the Buyer may either—
- (3) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this Contract; or
- (4) Retain such supplies and reduce the Contract Price by an amount equitable under the circumstances.
- (5) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract.
 - a. The Buyer may, for sampling purposes, group any supplies delivered under this contract;
 - b. Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;
 - c. May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and
 - d. Need not use the same lot size as on original inspection or reconstitute the original inspection lots.
- (6) Within a reasonable time after notice of any breach of the warranties specified above, the Buyer may exercise one or more of the following options:
 - a. Require an equitable adjustment in the Contract Price for any group of supplies.
 - b. Screen the supplies grouped for warranty action under this clause at the Seller's expense and return all nonconforming supplies to the Seller for correction or replacement.
 - c. Require the Seller to screen the supplies at locations designated by the Buyer within the jurisdictional boundaries of the District and to correct or replace all nonconforming supplies.
 - d. Return the supplies grouped for warranty action under this clause to the Seller (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.
- (7) The Buyer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Seller the cost occasioned to the Buyer thereby if the Seller:
 - a. Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or
 - b. Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Buyer may authorize in writing) after receipt of notice from the Buyer specifying such failure.
- (8) Instead of correction or replacement by the Buyer, the Buyer may require an equitable adjustment of the Contract Price. In addition, if the Seller fails to furnish timely disposition instructions, the Buyer may dispose of the nonconforming supplies for the Seller's account in a reasonable manner. The Buyer is entitled to reimbursement from the Seller, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.
- (9) The rights and remedies of the Buyer provided in this section entitled Warranties are in addition to and do not limit any rights afforded to the Buyer by any other clause of this Contract.

b. Supplement to Section Entitled Warranty of Supplies of a Noncomplex Nature (Note-Intended to Implement terms substantially similar to California Multiple Award Schedules (CMAS) General Terms and Conditions for Non-Information Technology Services section entitled CMAS-WARRANTY)

- i. Unless otherwise specified, the warranties contained in this contract begin after acceptance has occurred.
 - (1) Seller warrants goods furnished hereunder will conform to the requirements of this Contract.
 - (2) All warranties, including special warranties specified elsewhere herein, shall inure to the Buyer, its successors, assigns, customer agencies and users of the goods.

7. Disputes.

- a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Seller shall submit to the District's Superintendent or designee a written demand for a final decision regarding the disposition of any

dispute between the parties arising under, related to or involving this Contract, unless the District, on its own initiative, has already rendered such a final decision. Seller's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Seller shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Seller believes the District is liable.

- b. Pending the final resolution of any dispute arising under, related to or involving this Contract, Seller agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the District's instructions. Seller's failure to diligently proceed in accordance with the District's instructions shall be considered a material breach of this Contract.
 - c. Any final decision of the District shall be expressly identified as such, shall be in writing, and shall be signed by the District Superintendent or designee. If the District fails to render a final decision within 90 days after receipt of Seller's demand, it shall be deemed a final decision adverse to Seller's contentions. The District's final decision shall be conclusive and binding regarding the dispute unless Seller commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
8. **Termination.** If Seller fails to perform the Contract and Seller's duties to the satisfaction of the Buyer, or if Seller fails to fulfill in a timely and professional manner Seller's obligations under this Contract, or if Seller violates any of the Terms or Provisions of this Contract, the Buyer shall have the right to terminate this Contract effective immediately upon the Buyer giving written notice thereof to the Seller. Buyer shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
9. **Assignment of Contract.** Seller shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the Buyer.
10. **Time is of the Essence.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
11. **Delivery and Installation Charges**
- a. Seller is cautioned to bid on the full and complete cost of each item.
 - b. Seller must establish a dedicated project manager to coordinate all aspects of this delivery.
 - c. Seller must coordinate all deliveries with freight carriers, expedite factory ship dates and verify project status with customer two weeks prior to shipment. The District is not responsible to monitor freight deliveries.
 - d. Seller must provide follow-up reports, on a bi-weekly basis, regarding damage replacements, returns, credits and freight claims. Seller is responsible for all freight claim issues. The District is not responsible for any additional charges due to freight damage replacements.
12. **Force Majeure Clause.** Seller shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the Buyer, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Seller.
13. **Indemnification / Hold-Harmless.** To the furthest extent permitted by California law, Seller shall defend, indemnify, and hold harmless the Buyer, its agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The Buyer shall have the right to accept or reject any legal representation that Seller proposes to defend the Buyer.
14. **Permits and Licenses.** Seller and all of its employees, agents, and subcontractors shall secure and maintain in force, at Seller's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Contract herein listed.
15. **Independent Contractor Status.** While engaged in carrying out the Contract, the Seller is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the Buyer. Seller shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Seller shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
16. **Anti-Discrimination Policy.** It is the policy of the Buyer that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, and therefore the Seller agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Seller agrees to require like compliance by all its

subcontractor(s).

17. **Compliance with Laws.** Seller shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Contract as indicated or specified. If Seller observes that any of the work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Seller shall notify the Buyer, in writing, and, at the sole option of the Buyer, any necessary changes to the scope of the Contract shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Seller's receipt of a written termination notice from the Buyer. If Seller performs any work of the Contract that is in violation of any laws, ordinances, rules or regulations, without first notifying the Buyer of the violation, Seller shall bear all costs arising therefrom.
18. **Anti-Trust Claim.** Seller and its subcontractor(s) agree to assign to the Buyer all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the Buyer tenders final payment to the Seller, without further acknowledgment by the Parties.
19. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the Buyer's administration office is located.
20. **Provisions Required by Law to be Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
21. **Binding Contract.** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
22. **Buyer Non-Waiver.** Buyer's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
23. **Invalid Term.** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

Exhibit E

**Internet Service Provider – Category I
E-rate Funding Year 2026**

RFP/Q # 2025-26 (E9)

**NON-COLLUSION DECLARATION
PUBLIC CONTRACT CODE § 7106**

TO BE EXECUTED BY VENDOR/PROPOSER

State of California)
County of _____) ss.

I, _____, in my position as _____ of _____, the party making the foregoing bid/proposal, declare that the bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid/proposal is genuine and not collusive or sham; that the bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to put in a false or sham bid/proposal, and 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 that anyone shall refrain from bidding; that the bidder 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 price, or of that of any other bidder/proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid/proposal are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid/proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid/proposal.

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 _____, 2026, at _____, California.
(City)

(Signature of Bidder/Person Submitting Proposal)

Exhibit F

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

- ☐ 1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000).

OR

- ☐ 2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder 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 § 2203(b), and Bidder is 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.

OR

- ☐ 3. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Exhibit I

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- The undersigned is a representative of the Contractor,
- The undersigned is familiar with the facts herein certified and acknowledged,
- The undersigned is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement undersigned is certifying the following items.

☐ **Russian Sanctions Certification**

On February 21, 2022, President Biden issued Executive Order 14065

(<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; **"Federal Order"**) imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; **"State Order"**).

The District requires the Contractor, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm's contract with the District has a cumulative value of \$5 million or more, your certification here constitutes your written response to the District, indicating:

- (1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;
- (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT