

San Bernardino City Unified School District

777 North "F" Street
San Bernardino, CA 92410

RFP No. 26-18

Infrastructure Equipment, Cabling and Services for E-Rate



PROPOSAL DUE DATE

January 8, 2026 AT 11:00 AM

SUBMIT ELECTRONIC RESPONSE TO
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
<https://sbcusd.com/bidpostings>

Notice Inviting Requests-For-Proposals

RFP No. 26-18

Infrastructure Equipment, Cabling and Services for E-Rate

NOTICE IS HEREBY GIVEN that the San Bernardino City Unified School District of San Bernardino County, State of California, acting through its Governing Board, hereafter referred to as the “District”, is seeking proposals, through its OpenGov e-Procurement web portal in response to RFP No. 26-18, Infrastructure Equipment, Cabling and Services for E-Rate, from qualified vendors. For more information please see the scopes of work in the RFP starting on page 26.

Proposals must be submitted electronically up to but not later than Thursday, January 8, 2026 at 11:00 a.m., at <https://sbcusd.com/bidpostings>. San Bernardino City Unified School District is also required to post this RFP on USAC EPC Portal. Form 470 #**260003543** for the 2026 Fiscal Year has been posted and is available for download at <https://opendata.usac.org/stories/s/ejcg-sjaz>

Proposal forms on which the RFP must be presented, specifications, terms, conditions, and instructions required for responding may be secured at the District’s e-Procurement website at: <https://sbcusd.com/bidpostings>.

There will be a mandatory job walk at Paxam Paxam Welcome Center - Room 2B, 746 N E Street, San Bernardino CA 92410 on December 1, 2025 at 9:00 am, followed by other sites that will be announced at the conference. Attendance is mandatory and a prerequisite for proposal submission. Any proposer who fails to attend the job walk will be automatically disqualified, without any further action by the District. **This will be the only opportunity to inspect the site prior to award.**

Contract award is contingent upon availability of funds. Local, Minority and Disabled Veterans Businesses are specifically encouraged to respond. The District reserves the right to accept or reject any or all proposals, and to accept or reject any item, to withdraw a line item or entire RFP, and to waive any irregularities or informalities in the RFP document(s). The District may award any, all, or none of this RFP.

Contract Analyst: James Soto

1 st Publication:	November 17, 2025
2 nd Publication:	November 24, 2025
Mandatory Bidder Conference/ Job Walk	December 1, 2025 at 9:00 a.m.
Request for Clarification:	December 5, 2025 at 11:00 a.m.
Virtual RFP Opening:	January 8, 2026 at 11:00 a.m.
	RFP No. 26-18 Opening
	https://meet.google.com/qqi-mqwy-qdy
	*Late entry will not be permitted

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RFP Instructions

1.0 Introduction

- 1.1 **PURPOSE:** The San Bernardino City Unified School District (SBCUSD), through its Information Technology Department, is soliciting responses from qualified vendors to provide equipment, materials, set-up, and services on an as needed basis at multiple school sites using E-Rate funds and discounts, and Non-E-Rate funding. The District reserves the right to order more, less, or none of the quantity indicated on the OpenGov pricing table.
- 1.2 **ABOUT THE DISTRICT:** The San Bernardino City Unified School District (SBCUSD) is the seventh-largest public-school District in California with an average enrollment of about 44,000 students. SBCUSD encompasses 105 square miles in the center of San Bernardino County, consisting of small schools in rural mountain and foothill communities and larger suburban schools in valley flatland areas. The District operates 49 elementary schools, 11 middle schools, and 10 high schools. In addition, the District operates a continuation school, community day school, independent study schools, charter schools, and adult education and preschool programs.

For additional information on the District, vendors are recommended to familiarize themselves with the District's school and administrative site locations by accessing the District's website at www.sbcusd.com.

2.0 Instructions to Proposers

- 2.1 **SUBMITTING PROPOSALS:** All interested proposers are invited to submit a Proposal in accordance with the terms and conditions stated in the RFP documents. Proposals must be electronically submitted up to but not later than the date and time indicated in the Notice Inviting Requests-For-Proposals. A copy of the RFP documents can be downloaded by accessing the District's web site at <https://sbcusd.com/bidpostings>. Proposers are required to register for an account via the District's e-Procurement Portal hosted by OpenGov.
- 2.2 **QUESTIONS:** Once proposer has completed registration, you may receive addenda notifications by clicking the "Follow" button on this project. All questions or requests for clarification regarding this proposal are to be submitted via the OpenGov Question/Answer tab. Questions and/or requests for clarifications must be submitted no later than the date and time indicated in the Notice Inviting Requests-For-Proposals to be considered. Addenda providing clarification or corrections will be done formally through posting on OpenGov. All followers of this RFP will receive email notifications when questions/answers are posted or when addenda/notifications are uploaded. Ultimately, it is the sole responsibility of each proposer to periodically check the web site for any addenda postings. Contact with any other individual, other than a member of the District's Purchasing Department may be grounds for rejection. Any RFP may be withdrawn by the Proposer by selecting the "Unsubmit Proposal" button at any time prior to the scheduled closing time for receipt of bids. Proposers are advised that the District reserves the right to amend the RFP documents at any time.

If a proposer discovers any ambiguity or error such as a conflict, discrepancy, omission, or other errors in the RFP documents, proposer shall immediately notify the District via the OpenGov Question/Answer tab. Please note, **Questions and/or requests for clarifications must be submitted no later than December 5, 2025 by 11:00 a.m.**

3.0 Submission of RFP

- 3.1 **PROPOSAL DUE DATE & OPEN:** The RFP must be received on or before the time indicated in the Notice Inviting Proposals. System will not allow bids to be uploaded after the closing date and time. A Virtual RFP opening will be conducted on the RFP due date through the link provided in the Notice Inviting Proposals – Late entry will not

be permitted. Any proposal may be withdrawn by the bidder by selecting the “Unsubmit Proposal” button at anytime prior to the scheduled closing time for receipt of proposals.

This RFP requires sealed pricing until after the evaluation process is completed; therefore, the public opening will disclose only the names of the proposers/firms. Note: After the public bid opening, the contents of any proposal shall not be disclosed or made available to competing entities during the evaluation process.

It is the Vendor’s sole responsibility to ensure they have given themselves enough time to upload all required documents and answer all questions prior to the closing date and time of the RFP. Should the time expire prior to the completion of the submittal, the bid will not be accepted.

Should issues arise during the online submittal, it is imperative that the Vendor utilize the blue chat icon on the lower right-hand side of the OpenGov website. The chat icon is located on every page visited on the OpenGov website. Do not wait until the last minute to submit or ask for assistance as staff may not be readily available.

- 3.2 RFP PROPOSAL SUBMISSION: By submitting an online proposal, vendor warrants that the individual is duly authorized to sign or enter into a contract on behalf of the proposer.

4.0 Contents of the RFP

- 4.1 PROPOSAL FORMAT: Each proposal should address the following items in the order listed below. Be sure to include information on all items requested in the RFP document. The RFP response is to demonstrate the qualifications, competence and capacity of the Service Provider as well as specify the approach in conformity with all federal, state, e-Rate, District, and local requirements:
- (A) **Cover Letter/Letter of Interest** – Include a cover letter stating the eligibility of the respondent to respond to this RFP, a brief description of the respondent and statement of interest.
 - (B) **Description of Company** – Include a description of qualifications. Include information regarding the size of the company, location, nature of work performed, and years in this particular business. The respondent shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.
 - (C) **Personnel and Staffing Resources** – Submit resume(s) or profiles of the individual(s) who will be assigned to provide the requested services, including qualifications and recent related experience providing similar services. An affirmative statement should be included that the company and all assigned key professional staff are currently and properly certified or licensed to perform the services and hold all proper business or other required licenses.
 - (D) **Capacity and Methodology** – Describe the approach to provide services and fulfill the requirements and expectations of the District and this RFP. Use this section to address the ability of your company to undertake and accomplish the required scope of service while meeting all deadlines. Provide a startup action plan.
 - (E) **Experience and References** – Description of past performances of similar service and related experience. The Respondent is required to submit a list of other school districts or county offices of education for which services have been performed in the last five (5) years. Please identify districts that are of the approximate size of the District. The list shall include the (1) number of students, (2) date and services were performed, (3) client name, (4) client contact name and email.

If applicable, specify any services that may have been provided for the District previously. State the scope and size of each service, and the beginning and ending dates of service.

- (F) **Contractor / Qualification Statement** – Each Respondent must completely answer the questions in this document. **Questions may be answered in other sections of the RFP if clearly and conspicuously identified on the questionnaire. Only one needs to be filled out depending on what sections you bid on. If bid on both, then please fill out both.**
- (G) **Fiscal Stability** – The District may request a copy of the most recent audited financial statement attesting to the financial stability of the respondent during the evaluation stage of the RFP process. If requested, the document must be submitted and received within 5 days of the request in a sealed envelope addressed to: Attention James Soto, Contract Analyst, at 777 N F Street, San Bernardino, CA 92410, with the Proposer's Company Name, RFP Number, RFP Title, and marked "Financial Statement" clearly indicated on the outside of the envelope. Alternatively, the financial document may be submitted via email to James.Soto@sbcusd.k12.ca.us as instructed by the District. The District treats all financial statements as proprietary and confidential.
- (H) **Customer Service Commitment** – Describe the respondent's philosophy and approach for providing outstanding customer service.
- (I) **Exceptions** – To District Terms & Conditions, including software license agreements, contract modifications, deletions or additions vendor would like District to consider shall be included here. If proposer does not agree with any terms or conditions of this RFP document, the District's contract, or any District Terms and Conditions, **the proposer must present its exceptions with its proposal. If no concerns are expressed by the proposer, the District shall consider that all terms and conditions of the RFP and District contract are accepted.** The District reserves the right to negotiate and/or reject proposals based upon alternate T&C's offered and/or any exceptions taken to any District contract terms and/or District RFP Terms and Conditions. **Note: The District under no obligation to accept, review or negotiate any exceptions taken to District RFP documents.**
- (J) **Certifications and Attachments** – Complete and return the attached certifications and attachments to this RFP.

In addition to the above, at a minimum, the following documents will be required of the successful Respondent(s):

- A. E-Rate Supplemental Terms and Conditions, submit with proposal
- B. Contractor/Qualification Statement, submit with proposal
- C. Noncollusion Affidavit, submit with proposal
- D. District's Vendor Application, submit with proposal
- E. W-9 Tax Form, submit with proposal
- F. Equal Opportunity Certification, submit with proposal
- G. Debarment, Suspension & Exclusion, submit with proposal
- H. Workers Compensation Certification, submit with proposal
- I. Federal Funding Contract Compliance Form, submit with proposal
- J. Iran Contracting Act Certification, submit with proposal
- K. Russian Sanctions Certification, submit with proposal
- L. FERPA, submit with proposal
- M. Conflict of Interest and Disclosures, submit with proposal
- N. Notification of Asbestos, submit with proposal
- O. PWC-100, submit with proposal
- P. Contractor's Certificate regarding Hazardous Materials, submit with proposal
- Q. Designation of Subcontractors, submit with proposal
- R. Bid Bond, submit with proposal
- S. Performance Bond, upon award
- T. Payment Bond, upon Award

- U. Signed District agreement form (sample attached, Page 54) upon award
- V. Insurance Certificates with District listed as additional insured, upon award
- W. Fingerprint Determination Form, upon award

5.0 Proposal Evaluation Criteria and Schedule of Events:

- 5.1 **PROPOSAL ACCEPTANCE:** Failure to submit the information requested may result in the District's request for prompt submission of missing information and/or giving a lower evaluation score on the proposal. The District reserves the right to reject proposals which are incomplete or lack material information. Issuance of this RFP and receipt of proposals does not commit the District to make an award. The District reserves the right to postpone opening, to accept or reject any or all proposals received, to waive any informality or irregularity in the proposal response, to negotiate with other than the highest ranked proposer, or to cancel all or any part of this RFP, all in the best interest of the District. Any award will be contingent upon available and approved funding. No proposal may be withdrawn for a period of sixty (60) days after stated due date of proposal response. No proposal or proposal modification received after the due date will be considered.
- 5.2 **PROPOSAL EVALUATION:** All Proposals will be evaluated for completeness and the proposer's ability to meet or exceed RFP specifications. A contract, if awarded, will be pursuant to California Public Contract Code 20118.2, which permits the District to competitively negotiate such contracts and to consider more than simply price in awarding the contract. In this case, price will be one of the most heavily weighted criteria; though the District will also consider the prospective Vendor's ability to meet minimum technical specifications for the services as described in the RFP, as well as other relevant factors.
- 5.3 **PROPOSAL EVALUATION CRITERIA:** RFPs will be evaluated as follows in the below table.

During the evaluation period, the District reserves the right to conduct on District site, telephone, or email conversations with a Proposer to clarify proposals, competitively negotiate, ask questions, or obtain additional information.

The criteria listed below are not necessarily an all-inclusive list. While price will be the most heavily weighted criteria, the order of appearance is not intended to indicate relevance of importance. Once a proposer has been found responsive to the RFP requirements, a determination of award will be made based on the following considerations.

Selection Criteria	Criteria Weight
E-Rate/Non-E-Rate eligible Fee Schedule, Costs, Best Value Pricing Structure.	40
Support Service Solution/Compatibility/Responses to Scope of Work.	25
Staff qualifications, support integration, and service level agreement.	15
Experience, expertise, and background with Districts of similar size.	10
References.	5
Proposal Format, Organization, and clarity.	5
Total Points	100

5.4 SCHEDULE OF EVENTS:

Job Walk	Monday, December 1, 2025 at 9:00 a.m.
Closing Date for RFP Questions	Friday, December 5, 2025 at 11:00 a.m.
Proposal Due Date	Thursday, January 8, 2026 at 11:00 a.m.
Anticipated Notice of Intent to Award	February 2026
Anticipated Board Approval/Contract Award	February 2026
Anticipated Start Date	July 2026

- 5.5 ORAL PRESENTATION: The District may, at its sole discretion, shortlist selected bidders for virtual presentations. The proposer should be prepared to present such information in order that the Evaluation Committee can effectively and objectively analyze all system, materials and documentation proposed to implement a viable and successful Infrastructure Equipment, Cabling and Services for E-Rate. Firms invited for oral presentations must be represented by the individual who will be the prime contact person to the District, and other key project team members. A Proposer's inability to respond to any request for clarification and/or oral presentation may be cause for disqualification. Upon conclusion of the proposal evaluation process, a Notification of Intent to Award will be sent to the firm selected. Award shall be made to the qualified bidder whose proposal is determined to be most advantageous and provides the best value at the most economical cost to the District.

- 5.6 EXAMINATION OF SITE AND PRE-BID CONFERENCE. Each bidder **MUST** attend the mandatory pre-bid conference, to be held at **9:00AM at Paxam Paxam Welcome Center Room 2B, 746 N E St, San Bernardino, CA 92410 on Monday, December 1, 2025**. This is to become acquainted with the conditions relating to the labor so that the facilities, difficulties, and restrictions attending the execution of the work under the contract may be fully understood. Job walk starts at 9:00AM sharp. Late attendees will not be permitted to attend.

**Conference/Job Walk may take up to 4 hours.*

- 5.7 BID PROTEST: Vendors may protest a contract award if he/she believes that the award was inconsistent with Board policy or the Bid/RFP specifications or was not in compliance with law. The protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to timely file a protest shall constitute a waiver of his/her right to protest the award of the contract.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide reasonable notice to the bidder of the time for Board consideration of the contract award. The Board's decision shall be final.

6.0 General Conditions

- 6.1 CHANGES IN THE SCOPE OF WORK: In the event the District changes any parts of the Scope of Work, the contract sum and the completion date may be adjusted accordingly utilizing the unit prices set forth in the RFP Form, if applicable. Nothing in the Contract Documents shall be deemed to limit the District's ability to make changes to the Scope of Work. If a change is of an item not covered by the Contract, District and Provider shall mutually agree upon the value of the work based on labor, materials and equipment involved. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. All changes in work shall be in writing and Provider shall be responsible for any and all work done without District's prior written approval.

- 6.2 **GUARANTEE:** District requires Provider to specifically guarantee its work for one (1) year from the date of acceptance.

Upon notice from the District, the Provider will repair or replace or otherwise make good said defect in a prompt manner at no additional cost to the District. In the event the Provider fails to make the necessary repairs within a reasonable time as determined by the District, the District will proceed to have said defects repaired and made good at the expense of the Provider, which will pay the costs and charges thereof upon demand.

- 6.3 **INSPECTION:** All work shall be subject to the inspection of the District's representative. Said representative shall inspect work from time to time and as often as he deems necessary, and shall have free access to any and all parts of the work at any time. The Provider shall furnish reasonable facilities for obtaining such information as may be necessary to keep the District's representative fully informed at all times respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve the Provider from any obligation to fulfill this contract. Defective work shall be made good by the Provider, and unsuitable materials may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District's representative and accepted or estimated for payment; if the work or any part thereof shall be found defective any time before final acceptance of the whole work, the Provider shall forthwith remedy such defect in a manner satisfactory to the District's representative. The District's representative shall have authority to stop work whenever the provisions of the contract document are not being complied with and the Provider shall instruct his and his employees accordingly.
- 6.4 **REMOVAL OF REJECTED WORK:** All work or material rejected by the District's representative at any time prior to final inspection and acceptance of the work, shall be at once removed from the site of the work by the Provider, who shall assume and pay the cost thereof, without expense to the District, and shall be replaced by satisfactory work and material. All work shall be executed to the satisfaction of the District's representative and in conformity with his instructions.
- 6.5 **CLEANING:** The Provider shall remove all dirt, debris, waste, rubbish and implements of service from the building, the working area, and the District site. Before completion of the work, the Provider shall clean the work area to the complete satisfaction of the District's representative. Any cost or expense resulting from this action shall be included in the RFP prices of the services(s) quoted in this offering.
- 6.6 **PERMITS AND LICENSES:** Provider shall comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of public health and safety, obtaining all necessary permits and licenses for the contraction of the project, pay all fees and post all deposits or bonds required by law.
- 6.7 **SALVAGE AND DISPOSITION OF EXISTING MATERIALS:** All existing materials which have been removed or disconnected, and are sound and of value but are not indicated or specified for re-use in new work, shall remain the property of the San Bernardino City Unified School District and shall be turned over to the District's Information Technology Department. Where portions of existing materials, structures, equipment and accessories are indicated and/or specified to be removed, disconnected, relocated or otherwise re-used as part of the work under these specifications, such work shall be performed in a manner as approved and/or directed by the District's representative. Any portions of these materials which have been unnecessarily or carelessly cut, damaged or altered in any way during any operation of the work under this specification, shall be replaced or repaired in kind and in an approved manner at the expense of the Provider.

Provider(s) are responsible for replacing any or all fencing, equipment or appurtenances at the site that are necessarily removed or changed in any way to permit access to the area(s) in the performance of the work resulting from this RFP. Any cost or expense resulting from this action shall be included in the RFP prices of the service(s) quoted in this offering.

- 6.8 DELAY DUE TO UNFORESEEN OBSTACLES: All loss and damage arising from any unforeseen obstacle or difficulties which may be encountered in the execution of the work, or from any action of the elements, or from any act or omission not authorized by these specifications, on the part of the Provider, or any agent or person employed by said Provider, shall be sustained by the Provider. The Provider shall have no claim against the District for damages on account of any delays caused by accidents or delays on the part of any transportation company.
- 6.9 EXCUSE FOR NONPERFORMANCE – FORCE MAJEURE CLAUSE: The Provider shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruptions of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the nonperformance is not due to the fault or negligence of the party not performing.
- 6.10 ACCIDENT PREVENTION/DRIVING ON SCHOOL GROUNDS: Precaution shall be exercised at all times for the protection of persons, including students and employees, and the property. The safety provisions of applicable laws, building and construction codes, shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with applicable Safety Orders of the Industrial Accident Commission of the State of California. The Provider shall provide all necessary barriers, signs, lights, and watchmen. All damages during the progress of the work from whatever cause, shall be borne and sustained by the Provider, and all work shall be solely at the Provider's risk until it has been finally approved and accepted by the District.

All due caution and care must be exercised in driving on school grounds. The successful Proposer shall contact the Principal of the school, or his/her representative, and arrange for entrance thereon.

- 6.11 CARE OF WORK: The Provider shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District.

The Provider shall provide such heat, covering and enclosures as are necessary to protect all work and materials against damage by weather conditions.

The Provider shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto, and he shall at his own expense completely repair any damages thereto caused by his operations.

- 6.12 PRECAUTIONS: The Provider shall take all precautions at all times to avoid injury or damage to any person or persons or any property and, upon completion of the work or at times as directed, replace premises and adjacent property in a satisfactory condition, as directed.
- 6.13 NUISANCES: Nuisances shall not be permitted on district property. Provider's tools, equipment, and materials must not be left unsecured or unattended on site. Personal transportation vehicles, not essential to the performance of the job, shall not be parked or driven on campus. Professional decorum must be maintained at all times. Worker dress, conduct, language, and noise must be appropriate for a school site. District policy prohibits the use of tobacco products on District property.
- 6.14 UNATTENDED EQUIPMENT: The Provider shall not leave any machinery or equipment unattended if it is possible for children or any person other than employees of the contractor or subcontractors to start the machinery and operate the equipment. Any damage to persons or property which directly or indirectly results from failure to

comply with this provision shall be reimbursed by the contractor by payment to the District or to any other person or persons named by the District.

- 6.15 QUALIFIED WORKERS: All persons employed in the performance of this work shall be especially skilled for the kind of work for which they are employed and shall work under the direction of competent supervision.
- 6.16 APPRENTICES: Apprentices of any crafts or trades may be employed, and when required by Labor Code Section 1777.5, shall be employed provided they are properly indentured to the contractor in full compliance with provisions of the Labor Code. The contractor agrees that compliance with the provision of Labor Code 1777.5 will be maintained.
- 6.17 HOURS OF WORK: As provided in Article 3 (commencing at Section 1801), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day of work. The time of service of any worker employed at any time by the contractor or by any subcontractor is limited to eight (8) hours per day and forty (40) hours per week. Work in excess of these limits shall be compensated at not less than one-and-one-half times the basic rate of pay. Every contractor and subcontractor shall keep an accurate record showing the name and actual hours worked each calendar day and week by each worker. The record shall be open at all reasonable hours to inspection by the District and the Division of Labor Law Enforcement. Whenever vendor desires to work at night or on Saturdays, Sundays, or holidays, or before 7:30 a.m. or after 4:00 p.m., written consent must be obtained from the Director of Maintenance and Operations. Any work necessary to be performed after regular working hours or on weekends shall be performed without additional expense to the District.
- 6.18 COMPLIANCE WITH SENATE BILL (SB 854): The California Department of Industrial Relations (DIR) and Senate Bill 854 require that all contractors and subcontractors who bid or work on any public works project must register and pay an annual fee to the DIR. As of April 1, 2015, no contractor or subcontractor may bid or work on a public works project unless registered with DIR. Proof of DIR registration and compliance is to be submitted with the bid.
- 6.19 MATERIAL QUALITY AND SUBSTITUTIONS: Contractor shall furnish and use new materials and perform all services for every part of work performed in strict compliance with manufacturer's guidelines. Provision authorizing submission of "equal" materials requires advance written permission of the Information Technology Department. *(No asbestos-containing material will be accepted.)*
- 6.20 WAGE RATES (PREVAILING WAGE): Pursuant to the provision of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the governing body of the District has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute the contract.
- A. The general prevailing rate of per diem wages determined are available at <http://www.dir.ca.gov/dlsr/PWD/index.htm>
- B. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.
- C. There shall be paid each worker of the contractor or any of the subcontractors engaged in work on the project not less than the wage rate listed herein, regardless of any contractual relationship.
- D. Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such payments are defined in the applicable collective-bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code Section 1773.1(8).
- E. The contractor shall, as a penalty to the District, forfeit \$25 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates. The difference between the stipulated rate and the amount paid shall be paid to each affected worker.
- F. Any worker employed to perform work on the project not covered by a listed classification shall be paid not less than the minimum rate for the classification which most nearly corresponds to the work performed.

G. Contractor and each subcontractor shall keep an accurate record showing the name, occupation, and actual wages paid to each worker; such record shall be open at all reasonable hours to inspection by the District and by the Division of Labor Law Enforcement.

H. Contractor shall post at conspicuous points on the project site a schedule showing all determined minimum wage rates and authorized deductions.

I. The contractor agrees to accept exclusive liability for the payment of any payroll taxes or contributions for unemployment insurance or old-age pensions measured by wages paid to employees on the work.

- 6.21 INTERPRETATIONS OF PLANS AND DOCUMENTS: Any person contemplating submitting a proposal may submit to District's authorized representative a written request for an interpretation of correction thereof may be submitted to the District via the OpenGov Question/Answer tab. Please note the deadline for submitting clarification questions. Any interpretation or correction of the RFP documents will be made only by addendum and a copy of such addendum posted under the OpenGov Addenda/Notices Tab. No oral interpretation of any provision in the contract documents will be made to any bidder.
- 6.22 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS: Except for the Provider's executed set, all of the drawings and the contract documents are District's property. Said drawings and specifications are not to be used on any other work and all sets shall be returned to District, upon request, at the completion or cessation of the work or termination of the contract.
- 6.23 ACCEPTANCE: Bid on each item separately. Prices shall be stated in units specified. The Board will not be responsible for errors in extensions. The District reserves the right to reject any and all responses or portions of responses; to waive any irregularities or informalities in any bid or in the bidding; and to accept or reject any items in the RFP. The District will not accept multiple bids or multiple offers. One bid per vendor.
- 6.24 FAILURE TO PROVIDE REQUESTED INFORMATION: Failure of a bidder to provide any required documentation or information requested in this package may result in the rejection of their bid.
- 6.25 SUBSTITUTIONS: Use of patent or proprietary names or the names of manufacturers in these specifications shall be deemed to be used for the purpose of facilitating a description and shall be deemed to be followed by the words "or equal" unless the RFP specifically requires no substitutions. The Proposer may offer any materials or products which shall be substantially equal to that so indicated or specifically provided; however, the Proposer shall furnish samples and/or full descriptive information covering the product bid on, properly marked, showing item number and page number on each sample, or description, before closing time of bid.
- 6.26 QUALITY: All workmanship, materials, and articles incorporated in the items covered by this specification shall be of the best available grade of their respective kinds of the purpose for which the items are to be used. All equipment shall be new unless otherwise specified.
- 6.27 DEFECTS AND COMPLIANCE: Proposers shall guarantee all items purchased under this bid to be in compliance with the bid specifications and shall be free of defects. Should any problems arise due to defective material(s) or faulty workmanship, or if the product is not in compliance with bid specifications and requirements, the vendor shall replace the product at no charge.
- 6.28 LEGAL REQUIREMENTS: All Proposers are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.
- 6.29 SAFETY REGULATIONS: All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Health Codes of the State of California.

- 6.30 AFFIRMATIVE ACTION: The Proposer shall certify that he is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines.

No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

Complete the certification document and upload it with your proposal.

- 6.31 QUANTITIES: The quantities listed herein are estimates. The District reserves the right to order more, less or none of the quantity indicated or to withdraw a line item or the entire RFP.

- 6.32 FUNDS: Purchase is contingent upon availability of funds.

- 6.33 INVOICES: Invoices must be clearly itemized, including the unit price and purchase order number prior to emailing to APinvoices@sbcusd.k12.ca.us

Invoices determined to be incorrect shall be returned and not paid until a credit for the invoice or a corrected invoice is supplied. Payment will be made within thirty (30) days of receipt of correct invoices and merchandise.

- 6.34 LAWS: All codes, laws, ordinances, rules, regulations, orders and other legal requirements of the city, county, state, federal and other public authorities which bear on items provided in this bid shall be adhered to, as applicable. Latest editions shall be applicable unless specified otherwise. This bid is governed by and construed in accordance with the laws of the State of California.

Each and every provision of law and clause required by law to be inserted in this bid shall be deemed to be inserted herein and the bid shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the bid shall forthwith be physically amended to make such insertion or correction.

The Proposer and the District agree that if any provision of this contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the bid shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the bid, the bid shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

- 6.35 COVENANT AGAINST GRATUITIES: The Proposer warrants by submitting a bid that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Proposer or any agent or representative of the Proposer, to any officer or employee of the District with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract.

- 6.36 EXAMINATION AND AUDIT: The District reserves the right, at all times, to inspect any of the work, including reviewing the Proposer's records as well as observing work performance to determine the Proposer's conformance with the agreement.

Any failure of the District during the progress of the work to discover work not in accordance with the agreement shall not be deemed an acceptance thereof, nor a waiver of defects therein; and no payments by the District shall be construed to be an acceptance of work which is not strictly in accordance with the terms and conditions of this Agreement.

- 6.37 GUIDING PRINCIPLES: The vendor will maintain complete and accurate accounting records to support and document all charges and fees payable by the District. Such records shall be retained for a period of at least ten (10) years after the date of the last applicable invoice.

The vendor will provide the District with such documentation about each invoice as may be reasonably requested by the District to verify that the vendor's charges to the District are accurate, correct, and valid in accordance with the provisions of this Agreement.

- 6.38 VENDOR APPLICATION: Each Proposer shall be required to complete and upload the Vendor Application included in this RFP.
- 6.39 REFERENCES: Each Proposer shall include with their RFP a list of businesses including other school districts, if any, for which they have provided the same products and/or services as required herein.
- 6.40 EXPERIENCE: The Proposer, by submitting a bid, indicates that he has the ability to fulfill the terms and conditions of the RFP and has been successful in supplying the products and/or services associated with this RFP for a period of at least five (5) years.
- 6.41 DEBARMENT, SUSPENSION & EXCLUSION: The successful Proposer shall certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment; declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contract and subcontracts. Were the Proposer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this proposal. (see Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.)
- 6.42 ANTI-DISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The Provider agrees to comply with applicable federal and California laws, including, not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor code Section 1735. In addition, the Provider agrees to require like compliance by any subcontractor
- 6.43 FINGERPRINT REQUIREMENTS: This RFP and any resulting contract award are subject to the provisions of Education Code Section 45125.1. Upon contract award, the successful Proposer will be required to comply with these fingerprint requirements. The Service Provider's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any school site.

7.0 Terms and Insurance Requirements

- 7.1 CONTRACT TERM: The contract period shall be for a term of three (3) years with the option of two (2) one (1) year, effective July 2026 through September 2029, with the District having the option to cancel annually with sixty (60) days prior written notice.

Payment for The District's Infrastructure Equipment, Cabling and Services for E-Rate is dependent on E-Rate subsidies. The District will file for the E-Rate subsidies throughout the term of the contract. In the event that the District E-Rate subsidies were to cease, the District will notify the Service Provider as to the date of cessation, and the District and Service Provider will negotiate in good faith towards a resolution for payment of approved services under the contract. If E-Rate subsidies stop, the District will not be bound by the remainder of the contract.

- 7.2 TERMS OF PAYMENT: The start of services for this project may not begin prior to July 1, 2026. Payment will adhere to USAC rules and guidelines.
- 7.3 BID BOND PACKAGE: In addition to submitting an electronic scan of your Bid Bond in OpenGov, the Bid Bond shall be submitted in a separate, sealed envelope addressed to: Attention: James Soto at 777 N. F Street, San Bernardino, CA 92410 with Bidder's Company Name, Bid Number, Bid Title and marked "Bid Security" clearly indicated on the outside of the envelope, and received no later than the required Bid Opening date/time. Each sealed Bid Bond Package must be accompanied by a Bid Bond, Cashier's Check or Certified Check payable to the District in the amount of ten (10) percent of the estimated Bid amount.
- 7.4 AGREEMENT AND BONDS: The agreement form which the successful bidder, as Service Provider, will be required to execute, and the form of the payment and performance bond which will be required in accordance with Civil Code Section 3247 prior to execution of the agreement, are included in the contract documents and should be carefully examined by the Proposer. The lowest responsible bidder shall have fifteen (15) calendar days from the date of the notification of the "Intent to Award," to assemble properly executed bonds and return to the Purchasing Department, **Attention: James Soto at 777 N. F Street, San Bernardino, CA 92410, with Proposer's Company Name, RFP Number, RFP Title and marked "Bond Package" clearly indicated outside of the envelope.** Failure to meet this timeline may results in the bidder being deemed "non-responsive" and be cause for rejection of their bid. The bond hold must have a "Best" rating of "A" or higher, unless otherwise agreed upon.
- 7.4.A PERFROMANCE BOND in the amount of one hundred (100) percent of the proposed contract amount will be required from the successful Bidder naming District as beneficiary.
- 7.4.B PAYMENT BOND in the amount of one hundred (100) percent of the proposed contract amount will be required from the successful Bidder naming the District as beneficiary.
- 7.5 THE DISTRICT RESERVES THE RIGHT TO:
- A. Give full and proper consideration to the service, reputation, product knowledge, and experience of all companies presenting proposals, and to disqualify any such Service Provider it deems unqualified to provide the services requested.
 - B. Reject any and all proposals if deemed necessary.
 - C. Accept any alternative proposal believed to be in the best interest of the District.
 - D. Accept or Waive any minor irregularity in the proposal.
 - E. Cancel any awarded contract if the service proves unsatisfactory.
- 7.6 EXAMINATION OF RFP SPECIFICATIONS AND CONTRACT DOCUMENTS: Proposers shall thoroughly examine and be familiar with any drawings and/or specifications. The failure or omission of any Proposer to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the pre-bid site and become acquainted with the conditions there existing shall not relieve any Proposer from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
- 7.7 DISTRICT'S RIGHT TO TERMINATE:
- A. If the Contractor refuses or fails to complete the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which

extension of time is provided, to supply enough properly skilled workmen or proper materials to complete the work in time specified, or if he should fail to make prompt payment to Subcontractors for material or labor, or persistently disregard laws, ordinances, or instruction of the District, or otherwise be guilty of a substantial violation of any provision of the Contract, or if he or his Subcontractor should violate any of the provisions of this Contract, then the District may, without prejudice of any other right or remedy, serve written notice upon him and his surety of its intention to terminate this Contract within ten (10) days after the service of such notice.

- B. Without limiting any rights which the District may have by reason of any default by Contractor hereunder, the District may suspend or terminate this Agreement in whole or in part, at any time, for any other cause, convenience, or any other reason and may suspend or abandon the execution of all or any part of the Work upon written notice to Contractor. Such termination, suspension, or abandonment shall be effective as of the date stated in the written notice, which shall be no less than fifteen (15) days from the date of the notice. Immediately upon receipt of such notice, Contractor shall cease performance of the Work of this Agreement to the extent specified in the notice and shall incur no further costs or expenses, except as specified in the notice. In the event of termination under this subparagraph, the District shall pay Contractor for all services satisfactorily rendered up to the effective date of termination and such payment shall be in full satisfaction of all services rendered hereunder. In no event shall the District be responsible for and Contractor hereby waives any claim for lost profits upon termination for convenience.
- C. Within five (5) calendar days after the date of termination, Contractor shall deliver to the District all documents enumerated in Subsections herein, relating to Documents and Samples at the Site and to Final Payment including, but not limited to, all Shop Drawings, Product Data, Test Results, Samples, and Record Drawings.

7.8 INSURANCE:

A. Commercial General Liability

- (1) Provider shall maintain Commercial General Liability Insurance during all work under this Contract, with limits not less than specified herein and issued by insurers acceptable to the District
- (2) Coverage shall be at least as broad as ISO Form CG 0001 (Occurrence Form) and include:
 - a. Bodily Injury and Property Damage
 - b. Personal and Advertising Injury
 - c. Premises/Operations Liability
 - d. Products/Completed Operations Liability
 - e. Aggregate Limits per Project
 - f. Explosion, Collapse, and Underground (UCX) coverage (exclusion deleted)
 - g. Contractual Liability specific to this Contract
 - h. Broad Form Property Damage
 - i. Independent Contractor Coverage

B. Automobile Liability

- (1) Provider shall maintain Automobile Liability Insurance for bodily injury and property damage covering owned, non-owned, and hired vehicles, with insurers acceptable to the District.

- (2) Coverage shall be at least as broad as ISO Form CA 0001 (ed. 6/92), Code 1 (Any Auto).
- (3) Deductibles are permitted with District approval; self-insured retention is not.

C. Workers' Compensation/Employer's Liability

- (1) Provider shall maintain Workers' Compensation insurance in compliance with California law and Employer's Liability insurance with limits specified herein, for the duration of the Agreement until final acceptance by the District.
- (2) Provider assumes full responsibility for all payroll taxes, unemployment insurance, and pension contributions, and shall hold the District harmless from such liabilities.
- (3) Pursuant to Labor Code §1861, by signing this Contract, Provider certifies awareness of and compliance with Labor Code §3700 requiring employers to secure workers' compensation coverage or self-insurance before commencing work. If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage in excess of a self-insured retention, subject to written approval by the District.
- (4) Provider shall furnish proof of coverage before beginning work and require subcontractors to maintain equivalent workers' compensation insurance for the duration of the Agreement.

D. Professional Errors and Omissions: Coverage shall not be less than \$1,000,000 per claim / \$2,000,000 aggregate, including a five-year discovery and reporting period. Certificate of Insurance required.

E. Cyber Security and Privacy Liability: Provider shall maintain coverage for liabilities arising from unauthorized access, disclosure, or use of confidential information (including PII and PHI). Coverage shall include notification, crisis management, regulatory fines, and defense costs, with limits of at least \$1,000,000 per occurrence / \$2,000,000 aggregate.

F. Minimum Policy Limits Required

- (1) The following insurance limits are required for the Agreement:

Combined Single Limit	
Commercial General Liability	\$2 million per occurrence / \$2 million aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1 million per occurrence for bodily injury and property damage
Employer's Liability	\$1 million per occurrence
Professional Errors and Omissions	\$1 million per occurrence / \$2 million aggregate
Cyber Security	\$1 million per occurrence / \$2 million aggregate

The District will accept an excess or umbrella policy to meet the above minimums.

G. Evidence Required: Prior to execution, Provider shall submit certificates of insurance and endorsements (ISO Form CG 2010 or equivalent) evidencing all required coverage. Certificates shall be signed by an authorized insurer representative and specify the insured, additional insureds, coverage type and limits, applicable operations, and policy expiration dates.

H. Policy Provisions Required

- (1) All policies must provide at least 30 days' advance written notice to the District of any cancellation. Phrases such as "will endeavor to notify" are not acceptable.
- (2) All policies shall name San Bernardino City Unified School District, its Board, officers, employees, agents, and designated volunteers as Additional Insureds.
- (3) Provider's insurance shall be primary; District insurance shall be excess and non-contributory.

7.9 HOLD HARMLESS: The contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- A. Liability for damages for (1) death or bodily injury to persons, (2) injury to property, or (3) any other loss, damage, or expense arising under either (1) or (2) above, sustained by the contractor and any person, firm, or corporation employed by the contractor upon or in connection with the work called for in this agreement except for liability for damages referred to above which results from the sole negligence or willful misconduct of the District, its officers, employees, agents, or independent contractors who are directly employed by the District or for defect in design furnished by such persons.
- B. Any injury to or death of persons or damage to property sustained by any person, firm, or corporation, including the District, arising out of or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school District property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, agents, or independent contractors who are directly employed by the District, or for defects in design furnished by such persons.
- C. The contractor, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit, or other proceeding as a result thereof.

7.10 LIQUIDATED DAMAGES: Work shall be commenced on or before the date stated in the District's Notices to the Contractor to proceed and shall be completed by the Contractor in the time frame specified. If the work is not completed in accordance with the foregoing, it is understood that the District will suffer damages, it is agreed that the Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the amount of Two Hundred Fifty dollars (\$250.00) per calendar day that the work remains incomplete beyond the completion date.

7.11 ATTORNEYS' FEES: In case any litigation is commenced with respect to this Contract, the prevailing party shall be entitled to recover from the other party, in addition to amounts found due and owing, costs of suit and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the prevailing party in such litigation, all to be taxed as costs and included in any judgment rendered.

7.12 PROCEDURES FOR RESOLVING DISPUTES: The parties to this contract are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of the Public Contract Code (as amended by the Statutes

of 1990, Chapter 1414, effective January 1, 1991), which requires compliance with the following procedures to resolve any claim by the Provider of \$375,000 or less regarding an extension of time, a change order, extra work, or any other disputed amount:

- A. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- B.
 - (i) For claims of less than fifty thousand dollars (\$50,000), District shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims District may have against the claimant.
 - (ii) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement to District and the claimant.
 - (iii) District's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- C. If the claimant disputes District's written response, or District fails to respond within the time prescribed, the claimant may so notify District, in writing, either within 15 days of receipt of District's response or within 15 days of District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, District shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- D. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference. If after the foregoing procedures are completed a civil action is filed, the action shall be subject to the mediation and arbitration provisions required by Section 20104.4 of the Public Contract Code.

7.13 DISPUTES AND REMEDIES:

- A. **Negotiation:** Any claim that the Service Provider may have regarding the performance of the contract, including, but not limited to, claims for additional compensation, shall be submitted to the District within 30 days of its occurrence. The District and the Service Provider shall attempt to negotiate a resolution of such claim and process an amendment to the contract.
- B. **Mediation/Arbitration:** If a dispute arises out of or relates to the contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under a mutually agreed upon process before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to the Agreement, or breach thereof, shall be settled by arbitration in accordance with a mutually agreed upon process.

- C. **Services Pending Outcome:** Proposer agrees to proceed with all services ordered by the District pursuant to the contract pending the outcome of any claim, dispute, mediation, or arbitration. In accordance with the terms of the contract, the District agrees to pay for services ordered by it and properly rendered by the Proposer pending the outcome of any claim, dispute, mediation, or arbitration.
- D. **Additional Remedies:** The rights and remedies of the parties provided under the contract are in addition to other rights and remedies provided by law.

- 7.14 **INDEMNIFICATION:** To the fullest extent permitted by law, Provider shall indemnify, defend and hold harmless District its Board, officers, employees, agents and volunteers against any and all claims involving any type of property damage or personal injury, including death, that may be asserted by any person or type of entity, arising out of or in connection with the performance of work, both on and off the job site; provided however, Provider shall not be liable for the sole established negligence or willful misconduct of District its Board, officers, employees and volunteers. Provider will defend any action filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney fees in connection therewith. Provider will promptly pay any judgment rendered against Provider or District arising out of or in connection with such work, operation or activities of Provider hereunder and Provider agrees to save and hold District harmless therefrom. District may retain to the extent it deems necessary, the money due to Provider under and by virtue of the Contract Documents until disposition has been made of such actions or claims for damages as specified herein above.
- 7.15 **INTERPRETATION:** In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.
- 7.16 **INTEGRATED AGREEMENT:** This Agreement embodies the entire understanding between the Parties pertaining to the matters described herein. Each party acknowledges that no party, agent or representative of the other party has made any promise, representation or warranty, express or implied, not expressly contained in this Agreement, that induced the other party to sign this document. No modification of this Agreement shall be valid unless agreed to in writing by the Parties. This Agreement may be executed in separate counterparts, the whole of which shall constitute a binding agreement. Digital signatures, when received, shall have the same force and effect as original signatures.

8.0 Supplemental Terms and Conditions

- 8.1 **RFP MODIFICATIONS/QUALIFICATIONS BY RESPONDENT:** The full and complete RFP response requirements shall remain constant regardless of any other products and services, or approach to the solution the respondent may offer in the RFP response. An RFP response to any specific item of this RFP with terms such as “negotiable”, “will negotiate” or similar, may be considered non-responsive to that specific item. Partial responses, changes, additions, deletions, or exceptions to this RFP by the Respondent, which are not specifically called for in the RFP documents, may result in the District’s rejection of the RFP response.
- 8.2 **AWARD OF RFP:** This RFP implies no obligation to purchase services. The District reserves the right, and may award any, all or none of this RFP.
- 8.3 **COMMUNICATION OF AWARD:** RFP awards made by the Board of Education shall not become binding upon the District until communicated in writing to the successful Respondent by the Purchasing Department.

- 8.4 ALTERNATE SOURCES: Nothing in this agreement shall prohibit the District from acquiring the same type or equivalent services from other sources, when deemed to be in the best interest of the District.
- 8.5 SPECIFICATIONS: The District shall be the sole judge as to whether the Respondent's proposal meets the District's requirements and specifications.
- 8.6 PAYMENT AND INVOICING: The Respondent(s) will make no separate invoicing and will receive no separate payment for activities performed outside of the Agreement and Scope of Work which shall be in accordance with the specifications called out in this RFP.
- 8.7 PAYMENT AND REMEDIES: At the time of termination, payment of invoices for products and services already received and approved in accordance with the RFP documents shall be the responsibility of the District. The District shall not be responsible for any loss of profits resulting from the cancellation. There shall be no early termination fee charged to the District.
- 8.8 REPROCUREMENT CLAUSE: In the event the Contractor fails to perform in accordance with the terms and conditions of this Agreement, including but not limited to failure to deliver goods or services as specified, the District reserves the right to procure the required goods or services from an alternate source. The Contractor shall be responsible for any cost difference incurred by the District due to such re-procurement, including administrative and operational expenses. The District may deduct such costs from any amounts due to the Contractor or pursue reimbursement through other legal means.
- 8.9 ACCESS: For the purposes of such audits, the Bidder shall provide to the District (and its designees) access to the part of any facility at which the Bidder is providing the services, to vendor personnel and to data and records relating to the services. The Bidder shall provide reasonable assistance during the audit and will cooperate reasonably with the District in connection with audit functions and with regard to examinations by regulatory authorities. The District's auditors shall comply with the Bidder's reasonable security measures.
- 8.10 COMPLIANCE WITH LAWS: In connection with the furnishings of services or performance of work under this RFP, the respondent agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable.
- 8.11 PRICE ESCALATION: After the initial contract, Three (3) year term, prices may increase in accordance with the terms of this price escalation clause. The successful bidder shall provide written notification to the District of an annual increase, if any, by means of a ninety (90) days advance written notice.

A maximum price increase of no more than five (5%) percent per year, or in accordance with the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers Los Angeles, All Items, for Los Angeles/Riverside/Orange County, twelve (12) month percentage change, whichever is less, may be negotiated subject to the existing market conditions and approval by the District.

The successful bidder must substantiate such price increases by providing documentation that is acceptable and at the sole discretion of the District in order to justify the increase. Bidders are required to update the list pricing provided with their original proposal to the District at the time of the agreed upon increase for these products.

- 8.12 PRICE DECREASES: Bidders are required to pass price reductions immediately through to the San Bernardino City Unified School District as market price drop for these products throughout the duration of the bid award and any extensions. In addition, the District reserves the right to extend this bid for additional years under any price decreases provided by the successful bidder if it is in the best interest of the District.

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 the discount is based on the numbers of students eligible to receive free and reduced-price meals.

1) E-RATE CONTINGENCY

The project herein [is/may be] 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 equipment or 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>.

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 may 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 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 the 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

a. 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.

b. 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.

c. 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. 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.

8) TARIFFS

In anticipation of the possible tariff imposed on imported products, Applicant expects that the Service Provider will familiarize themselves with the impact that any unknown tariff(s) on manufacturer's products are appropriately accounted for in the respondent's fee proposal. The Applicant presumes a tariff will be imposed on any manufacturer's networking equipment manufactured abroad and will be applicable at the time of purchase throughout the term of any agreement resulting from this solicitation (including and mutually agreed upon extensions).

THE SERVICE PROVIDER IS TO IDENTIFY ANY TARIFFS WHEN COMPLETING ANY PRICING ATTACHMENTS AS PART OF THIS SOLICITATION AND IDENTIFY THE PRODUCTS' COUNTRY(IES) OF ORIGIN.

It is also the expectation of the Applicant that the presumed tariff should be LESS than what is identified or if it is not ultimately imposed upon the manufacturer's product, the cost saving will be passed along to the Applicant and, in turn, the FCC's E-Rate program. It should also be presumed by respondents that should any tariff imposed upon a particular manufacturer's product be higher than what was identified in the Service Provider's proposal at the time of purchase, the Applicant will appropriately compensate the service provider for the full cost incurred at the time of purchase without regard to E-Rate eligible invoices.

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: _____

PROJECT SCOPES OF WORK

Introduction

The San Bernardino City Unified School District (SBCUSD), hereafter the “District”, currently enrolls approx. 44,000 students in grades K-12, as well as state pre-school programs and an Adult Education program across 85+ school and admin sites. The District has adopted a 1:1 environment with District supplied classroom devices for students (either PCs, Apple products, or Chromebooks). Currently the District supports 150,000+ host machines for student and administrative use for on-site and take-home usage.

Purpose

This RFP is for Infrastructure Equipment, Cabling and Services for E-Rate. This RFP is broken into two (2) project scopes. The District is seeking responsive/responsible service providers to provide the following solutions.

- **Section 1:** Network Electronics, Uninterruptible power supply (UPS), LAN/WAN Switches, Wireless LAN Equipment and Data Center Spine, Leaf and WAN Core.
- **Section 2:** Cabling (E-Rate Eligible only)

The District will use a combination of District and E-Rate funds to procure the equipment, cabling and services. Service Providers may bid on one, some or all of the requested sections listed above. Please note that vendors are **not required to respond to both project scopes** outlined in the RFP. You are welcome to submit a proposal for **only the section(s) relevant to your expertise or service**. Each proposal will be evaluated independently based on its alignment with the District’s requirements.

See **Exhibit B – SBCUSD Locations & Addresses** for possible locations for future work.

Further information is available here: <https://www.fcc.gov/cybersecurity-pilot/cybersecurity-pilot-eligible-services-list>

Category Two: Network Electronics (Section 1)

San Bernardino City Unified School District (the District) is seeking proposals from qualified Bidders to provide equipment, materials, set-up, and services on an as needed basis at multiple school sites using E-Rate funds and discounts, and Non-E-Rate funding.

The contract will begin on or about July 1, 2026 and will need to be complete by September 30, 2029. The District reserves the right to extend the Bid on a year to year basis, not to exceed five (5) years (including the first year) at the discretion of the District, if it is in the best interest of the District.

Bidders are to fill out all Bid forms and required documents including all Bid Fee Proposal Forms through OpenGov Procurement Portal. Prices given on the Bid Price Sheets for the work will be used to build quotes equipment and services (E-Rate and Non-E rate) throughout the term of the award. Prices given by Bidder on the Bid Price Sheets for equipment, materials and labor for any given "type of site work" may be used in conjunction or in any combination to build a scope for work after award at the same unit price provided in the awarded Bidder's proposal.

Introduction

The San Bernardino City Unified School District (SBCUSD) is standardizing on the HPE/ Aruba network infrastructure and transitioning away from Cisco across all E-Rate eligible sites and Administrative Non-Instructional Facilities (NIFs). The District's goal is to complete this migration with a unified, modern, and centrally managed Aruba-based network environment while maintaining compatibility with existing cabling and optical infrastructure.

Current Environment: The District is presently transitioning from Cisco networking at E-Rate Sites and Admin Non-Instructional Facilities (NIFs) to HPE/Aruba. Each E-Rate Site and Admin NIF has a core switch, edge switches and Indoor Access Points, with a small group of newer school sites also having External Access Points. This Cisco wireless equipment is the older on-premise controller and management design with the controllers and management all housed in the District's datacenter(s).

The District's fiber optic cabling plant for MDF to IDF connectivity is primarily OM3/OM4 supporting 10Gbps up to 400m, but some sites are still OM1/2, and some sites have a mix of multimode and also have single-mode (OS2) for distance. All IDFs currently run 10Gbps or 1Gbps back to the MDF core. All District electronics are standardized on LC optics on the equipment side.

Objectives: The District desires to fully and completely transition all E-Rate and Non-E-Rate Admin/NIF sites from the on-premise wireless controller and management design to the cloud-based, microservices driven and machine learning network environment that will provide higher reliability, greater performance, and, via an AI-based cloud dashboard interface, better identification and resolution of network and client issues to enhance student connectivity and learning. The District desires to fully transition our Datacenters to Aruba, so the requested site equipment must be standards based and be compatible with the Datacenters through optical networking, OSPF routing and support for VXLAN (though sites do not currently implement VXLAN). Further, the District desires to expand Outdoor wireless coverage at all E-Rate eligible and noneligible facilities. Network Cabling (outside of this scope) added to support these site projects will be primarily to support the addition of Outdoor Access Points only.

The District has standardized on particular products. In accordance with California Public Contract Code Section 3400, whenever in the Specifications any equipment, material, process or article is indicated or specified by grade, patent proprietary name or by name of manufacture, such specification shall be deemed to be used for the purpose of facilitating description of equipment, material, process or article desired and shall be deemed to be followed by the words "or equal". The Bidder may offer any equipment, material, process or article which shall be substantially equal or better in every respect to that so indicated. Any equipment designated as "or equal" must include technical specifications which establish equivalency.

The District's E-Rate Y29 project encompasses the following main areas:

1. The Scope of Work applies to all of the District's schools; approximately 54 Elementary sites, 10 Middle School sites and 10 High Schools in total.
2. In addition, per USAC's Eligibility for Non-Traditional Education under California law, the District is including Adult Education and Pre-K sites.
3. In addition, the District is including non-E-Rate work at Administrative NIFs (Non-Instructional Facilities).
4. Removal of existing Uninterruptible Power Supply (UPS).
5. Installation of new Uninterruptible Power Supply (UPS).
6. Removal of existing wired and wireless Network Equipment.
7. Installation of new Network Equipment, Wireless Access Points, and Antennas.
8. Redressing of patch cording and repositioning of equipment in some existing cabinets as part of equipment removals and replacements for alignment to District elevation standards.
9. Replace/augment the District's data-center fabric (spine/leaf) that aggregates and distributes traffic for all E-rate-eligible school sites.
10. Install cabling and terminations for new and existing E-rate eligible internal connections.

The project is divided into two main phases: Bidding and Construction and all of it is under the following Bids: **Network Equipment**.

A. General Guidelines

Phase I-Development of Bid Response

I.1. A general identification of the items to be installed and the tasks to be completed has been established by the District. These items and tasks encompass the greatest majority of what is anticipated to be required.

I.2 The District has utilized information from past projects and site preliminary engineering to develop estimated quantities necessary for the District's Technology Plan and to be in line with the District's Data System Specification. **For the purposes of developing a bid for this project**, the bidder will utilize the Fee Proposal Forms by entering the costs to the District, excluding sales tax, of each item and the labor cost to install the item. Some items presented may include a number of steps or components. The bidder is to provide a full *kit* cost for these items. Other items are purely labor (tasks), if applicable. The bidder is to provide a unit cost as identified by the item.

I.2.A E-Rate Y29 Network Equipment Bid Package includes:

- The San Bernardino City Unified School District Data System Specifications
 - UPS Equipment
 - Wired and Wireless LAN Equipment and E-Rate Eligible Subscription Services
 - Data Center Spine, Leaf and WAN Core Equipment
 - Cabling (E-Rate Eligible Scope Only)
- A master Fee Proposal Form to serve as the total bid summation. It is critical to realize that the unit pricing submitted for bidding purposes is to be utilized during construction and throughout the E-Rate Y26 project and complete bid award. Bidders are cautioned to carefully calculate all extensions and totals as a material error (even a rounding error) will result in rejection of the bid.
- A supplemental Excel sheet containing the estimated per-site quantities of existing equipment to be replaced per site under this bid.

I.2.B **Equivalent Products** - There is no intent to eliminate any manufacturer's proposal with any statement made by the District throughout this Bid Package. The District will consider items proposed as equivalent to those identified in the specifications and listed on the Fee Proposal Forms. The District requires a solution that is 100% compatible with the existing HPE/Aruba network infrastructure. The current network is standards-based and provides additional features to these standards. The District is open to any Bidder solution. The District will evaluate the proposed offerings based on their ability to provide the features currently installed in the existing network and based on proposed new features and functionality to upgrade the existing infrastructure.

Respondents are expected to use their professional discretion when submitting an alternative proposal.

When quoting equivalent products:

- The bidder is to identify the manufacturer and part number on the Fee Proposal Forms, where applicable, for each site.
- The bidder shall also provide statistical performance, warranty information, and cut sheets for all items considered equivalent.
- The bidder shall provide a narrative describing how the item meets or exceeds the District's identified item in utility.

I.3 **Basic Design and Engineering** - The District also requires a Basic Design and Engineering hourly rate from the bidders. The District has established a maximum number of 10 hours per Elementary School site, 15 hours per Middle School site and 25 hours per High School site to be utilized as a *not-to-exceed* through the construction process. The actual hours utilized may be less, but cannot be more than the established maximum. For the Admin sites/NIFs, the District has established a maximum of 10 hours per site.

Phase II-Construction

II.1 Basic Design and Engineering

II.1A. The awarded contractor will be required to use the District-provided drawing for each site.

The District IT Representative will review the statement of work and pricing with the contractor, who may make suggestions in an effort to enhance efficiencies. These suggestions can be utilized only if approved by the IT Representative.

Once the District's IT Representative and the contractor agree on the specific work to be completed, and the pricing is reviewed to ensure its accuracy and consistency with the pricing submitted in the contractor's bid package, both parties will sign and date the documents. IT will provide the District's Purchasing Department with approved quotations for issuance of site-specific purchase orders for work to be performed in accordance with the Terms and Conditions of the Bid documents. The Purchase Order/Contract Price may not be changed, altered or otherwise modified except by a Change Order in accordance with the terms and conditions of this RFP.

In the unlikely event that an item or task is required and not included on the Master Bid Fee Proposal Form, the contractor shall identify the item or task and include it on the Substitute Proposal Form for District review. At no time shall the Basic Engineering and Design hours exceed the not-to-exceed hours stipulated herein without prior approval by the District's IT Representative.

II.2 Construction

II.2.A. When the site-specific purchase order has been issued, all Basic Engineering and Design tasks are considered complete and no such hours in excess of those quoted can be billed. In the event the conditions on a specific site have changed from the time quotation and/or Site-Specific Purchase Order/Contract Price was signed to the time the work commences, it is the responsibility of the contractor to advise the District IT Representative immediately upon discovery of the condition for an additional site visit and determination if additional Basic Design and Engineering hours are appropriate.

The contractor is expected to receive the initial shipments of equipment from the manufacturer, and perform the burn-in testing to ensure no DOAs (and if any, work directly with the manufacturer to RMA), as well as perform the initial inventory of equipment received for each site and make the equipment ready for deployments.

The District will provide the contractor with District Asset Tags to be applied to each “master component” and documented on the Inventory/Asset Tracking sheet the contractor will fill out for each site deployment.

- “Master component” is defined as the single piece of network equipment that contains and operates the subcomponents associated with that device. Subcomponents would not be functional without the master component for providing network services.
- For example, the Asset Tag should be applied to the switch, which itself may contain power supplies, fans, expansion modules, and optics that would themselves not be asset tagged.
- However, subcomponents must still be itemized on the Inventory/Asset sheet under the master component for Make, Model and Serial Number at a minimum.
- Asset Tags MUST be placed on the switch where the asset tag can be easily seen when the switch is deployed, for example the front faceplate or rear panel, but not on the sides, top or bottom where the asset tag would be obstructed by external objects or other equipment.
- Asset Tags MUST be placed on the Access Points where the asset tag can be easily seen when the Access Point is deployed, for example with an Indoor Access Point, on the downward face of the AP where a tech can see it while standing below it.

The District requires that the contractor supply an identifying foil-backed colored sticker for all E-Rate Equipment stating the E-Rate round and the District name (S.B.C.U.S.D.), and apply it to all equipment prior to deployment in a clear and easily seen location. Non-E-Rate work done will not get this sticker on equipment not purchased with E-Rate funding.

The contractor is also responsible for the safe and secure storage and transport of any and all equipment purchased by the District and shipped directly to the contractor from the manufacturer, and from the contractor’s facilities to the District’s facilities (be it the District warehouse for staging or directly to the District sites for staging deployments) as well as any RMA returns the contractor processes on the District’s behalf. Any equipment damaged caused by the contractor’s negligence during transport will be replaced at no cost to the District and Inventory/Asset sheets updated accordingly.

II.2.B. Site visitations by the District IT Representative will occur throughout the construction process, sometimes announced, sometimes not. These are good times for the contractor to request completed inspections and answer any questions.

II.2.C. The District IT Department will be working in advance of the E-Rate site projects to provide cabling and pathway for external access points to be added to sites. It is expected that the external Access Point locations will already have been predetermined and pre-cabled by the time Outdoor Access Points deployment would take place. The Network Equipment installation is therefore to be coordinated with this work done by the District IT Department to support the external wireless coverages.

II.2.D. The District’s Information Technology, Environmental Safety, Maintenance and Operations, and Facilities Departments have worked together to assist the contractor in a number of ways:

1. If the review of an as-built construction/modernization drawing set could prove helpful to the contractor for a specific site, for a specific reason, the Facilities Department will assist at the request of the District IT Representative.
2. Master key sets for each site are available at the District’s Maintenance and Operations Department’s Key shop. Appointments to obtain master key sets for each site must be made in advance for either 8:00 AM or 2:00 PM. Each site master key set requires a cash deposit of \$200(Per Project). Once keys are returned, \$195 will be refunded as a \$5 service fee will be charged.

**If key is lost or misplaced, a fee of up to \$150,000.00 will be charged for the rekeying of the site.*

3. A number of the District sites possess asbestos. The District's Environmental Safety Department has established policies and procedures which will be shared with the awarded vendor.
 - a. Please note that no destructive bulk sampling was conducted in the original inspections of sites. Therefore, if any technician uncovers suspect materials even after the Environmental Safety Department has given the go ahead, the technician must immediately stop work and contact the District's IT Representative who will contact the Environmental Safety Department for direction.
 - b. If approved to work in an identified asbestos environment, the contractor shall take proper measures to avoid disturbing asbestos containing materials. Before the Basic Design and Engineering process can begin, the District's IT Representative will provide the contractor with a sample form to be signed by the contractor and a copy filed with the Environmental Safety Department.

Deployments will happen primarily after business hours Monday through Friday, and this work needs to be scheduled with the District's IT Representative and additionally, the District's School Police department must be notified as well. The contractor must follow the School Police department's established policies and procedures which will be provided to the awarded vendor.

II.3. Network and Wireless Equipment

All equipment is to be installed and configured for immediate utilization. All necessary accessories (stack cabling, licensing, power cords, uplink modules, etc.) for full implementation, where applicable, are to be installed as well, even if not specifically identified within the Bid Package. All items do not qualify for E-Rate reimbursement even though they are E-Rate eligible. The District is considering paying 100% for all Non-E-Rate items and reserves the right to adjust quantities as needed.

II.3.A. Servers

The existing District IT servers at each site shall remain at each site, powered and cabled. All licensing, warranties, monitors, and interfaces shall be retained with the existing server until such time (outside of the scope of this project) that the District removes it from service.

There are no Server requirements or hardware in this E-Rate Bid.

II.3.B. UPS

The existing UPS in the MDF at most sites is to be removed and replaced unless District IT has already replaced it recently.

II.3.C. Wired LAN/WAN Equipment

1. "Core" (Distribution) Switches: All site "Core" Switches are to be removed and replaced per specification. This may require removal and replacement of more than (1) core switch per site as there is a main core switch and an additional extended campus aggregation core switch at some large High Schools.
2. Edge Switches: A new 48-port or 24-port switch with 1Gb ports and 10Gb/25Gb SFP+ uplinks is required to support all workstation cabling connectivity and other wired devices, and a new 48-port or 24-port switch with NBASE-T ports and 10Gb/25Gb SFP+ uplinks is required to support all Access Point connectivity. In addition, all existing wired and wireless supporting switches will be removed and replaced.
3. Classroom/Silent Switches: A new 12-port 1Gb PoE capable access switch may be requested to be installed in very few instances as an option to minimize additional horizontal cabling drops. The District anticipates the need for some classroom 12-port switches depending on sudden changes in classroom drop needs and/or cabling/pathway issues making additional drops costly. These classroom switches are to be delivered by the contractor and installed by District personnel.

II.3.D. Wireless LAN Equipment

New Wireless Access Points are required to replace all existing Indoor and External antenna/Outdoor units. Outdoor Access Points and antennas are required at nearly all sites to accommodate student Assembly Areas and P.E. Attendance Areas, and Food Service P.O.S activities.

II.3.E. Wired & Wireless LAN Management

Now included with the devices as a cloud/hosted single pane of glass dashboard for wired and wireless switch and access point management, which the contractor will assist District IT with setting up and configuring for each site's equipment as a separate site under the organization of the District. Included in this setup are site-specific core/distribution and edge switch templates, templates for VLAN/port/device services common in the District, templates for wireless SSIDs and settings, and general naming conventions and IP addressing for all site switches and Access Points. Additionally, integrations with the District's planned NAC implementation will be requested for security policies, device profiling and policy actions.

This dashboard setup will be required to be done for each site deployment first, before any equipment is deployed to the sites so that site deployments can be sped up through the use of the pre-defined site/switch and port templates, and through the use of the zero-touch deployment application via a mobile device used by each installation technician for each site.

II.3.F. Data Centers Spine, Leaf and WAN Core

Replace/augment the District's data-center fabric (spine/leaf) that aggregates and distributes traffic for all E-rate-eligible school sites. The solution must be standards-based and interoperate with the existing Cisco Nexus environment during a phased migration.

II.4. Final Inspection

II.4.A Upon completion of all work at each site, the contractor is to provide a complete Visio set of drawings and a complete Inventory/Asset list of all Items Installed in an Excel spreadsheet, and a Tasks Completed work summary for each site.

- Specific inspections shall include and not be limited to:
 - Cabling dress in all cabinets following equipment installs, and typical of Access Points.
 - Labeling of all switch specific cabling in compliance with project specifications.
 - Proper operating of Network Equipment per site.
 - Verification of manufacturer, part number and serial numbers of Network Equipment per site for Inventory/Asset Management and E-Rate Audit purposes.
 - Verification of District Asset Tagging matching up to the Inventory/Asset Management Sheet and on the deployed equipment to ensure Asset Tracking accuracy for District Inventory.
 - Inventory of all existing site network electronics removed under these projects in an Excel spreadsheet (following the same format as the Inventory/Asset Management spreadsheet for deployed equipment).

Note: the contractor shall be prepared to facilitate a 100% inspection if requested by the District's IT Representative.

- Two copies for signature are to be provided by the contractor.
- The contractor and the District's IT Representative will review both sets of documents in detail in order to ensure that they match the contractor's work exactly.
- Any and all discrepancies are to be changed on site and specifically signed and dated on both sets of documents by both parties.
- Upon completion of the review, both parties will sign and date the first page of each document set and the site work will be considered complete.
- In the event some work is not completed, or needs to be modified, the District's IT Representative will provide a detailed list of these items while on site. The contractor is to sign and date as to have received the list and will be given a reasonable time to complete the work.

- Upon completion of the work, the contractor shall request for an additional final work inspection with the changes appearing on a new Visio As-built Drawing set and list of Items Installed and Tasks Completed.
- If the work is complete to the satisfaction of the District's IT Representative, then both parties will sign and date both copies of the documents. One signed copy for the contractor and one copy for the District.
- The contractor will be provided an Asset List template for each site. The information is to be completed by the contractor, and two copies are to be provided by the contractor for detailed verification by the District's IT Representative and contractor. Both parties are to sign each copy and note any discrepancies are required corrections. A final, no hand notes copy shall be provided by the contractor with the As-built Drawings.

NETWORK ELECTRONICS (Section 1)

Uninterruptible Power Supply (UPS)

San Bernardino City Unified School District (SBCUSD) desires the following UPS devices and related equipment. San Bernardino City Unified School District preferred equipment and District Standard is Eaton, however any equivalent may be considered as long as Bid specifications are met.

There is a desire for a web-based interface UPS dashboard that the UPS devices can connect to (via an embedded RJ-45 connection to the internet) and send information about UPS health, current status, temperature (if sensor equipped), battery health and life, etc. so that all site UPS can be centrally managed, and IT staff can identify problems with specific units without having to go on-site to perform a visual inspection. Additionally, alerting and reporting (via email, etc.) on unit status changes and/or environmental issues, and lifecycle is also desired.

There is also a desire to switch to UPS units that accept Lithium Ion (Li-ion) batteries. The Li-ion batteries are lighter which means the UPS unit itself also weighs less, and they suffer less runtime degradation in high temperatures. Further, Li-ion batteries in UPS applications can survive up to 5,000 cycles compared to traditional sealed lead-acid batteries (about 500 cycles), which means less battery replacements are required over the life of the UPS and this lowers the Total Cost of Ownership (TCO).

UPS REQUIREMENTS

- **MDF UPS** solution must support an L6-30R for input and itself have a L6-30P plug.
- **MDF UPS** must come with minimum 6000VA/5400W rating.
- **MDF UPS** must come with on-line/double conversion topology with internal automatic and external switch for on-line maintenance.
- **MDF UPS** must come with detachable back panel PDU contains input line cord connection, output receptacles and manual bypass switch to support hot-swappable whole UPS replacement with no interruption to connected equipment.
- **MDF UPS** must come with Pure Sine Wave waveform type.
- **MDF UPS** solution must support both automatic and manual bypass modes. Manual Bypass must be a physical switch that will allow the unit to continue supplying street power to all connected devices, without interruption, where this mode will allow the main UPS unit itself to be removed for service or maintenance from the PDU (such as battery replacement).
- **MDF UPS** solution must come with a minimum of (2) L6-20R receptacles, (2) L6-30R receptacles, AND (12) NEMA 5-15 and/or 5-20 receptacles in any ratio that equals (12).
- **MDF UPS** must come with a Web/SNMP card and must be configured at time of installation.
- **MDF UPS** must be no larger than 6U with all components stacked together.
- **MDF UPS** solution must come with an environment sensor for temperature and humidity reporting.
- **Standing IDF UPS** must come with a NEMA 5-20P input and minimum of (8) NEMA 5-15/20 receptacles (any combination).
- **Standing IDF UPS** must come with 2200VA/1900W rating.
- **Standing IDF UPS** must come with a Web/SNMP card.
- **Standing IDF UPS** must be no larger than 2U.
- **Hanging IDF UPS** must come with a NEMA 5-15P input and minimum of (8) NEMA 5-15 receptacles.
- **Hanging IDF UPS** must come with 1500VA/1000W rating.
- **Hanging IDF UPS** must come with a Web/SNMP card.

- **Hanging IDF UPS** must be no larger than 2U.
- **Phone Equipment UPS** must come with a NEMA 5-15P input and minimum of (6) NEMA 5-15 receptacles.
- **Phone Equipment UPS** must come with minimum 750VA/450W rating
- **Phone Equipment UPS** must be as light as possible and does not have to be rack type. Desktop/consumer model is acceptable.
- **ALL** MDF and IDF UPS MUST come with Rack Kits for 4-post / 2-post racks and wall mount cabinets. (Phone Equipment UPS is exempt.)
- **ALL** MDF and IDF UPS services must come with appropriate e-waste disposal for replaced units.

NETWORK ELECTRONICS (Section 1)
LAN/WAN SWITCHES

San Bernardino City Unified School District (SBCUSD) desires the following Local Area Network (LAN) devices and related equipment. Any equivalent may be considered as long as Bid specifications are met.

WIRED LAN REQUIREMENTS:

WARRANTY OPTION:

- All proposed network electronics must come with an enhanced limited lifetime warranty, or equivalent alternate, that includes the following:
 - 24x7 telephone and email access to a Manufacturer technical assistance center staffed by support engineers.
 - Next Business Day replacement of defective equipment for the lifetime of the product.
 - RMA Returns includes pre-paid shipping label.
 - Access to Software/Firmware upgrades for the lifetime of the product.
 - Access to support web portal for case management.
 - Itemize service and maintenance costs after the warranty period.

NETWORK MANAGEMENT:

- All proposed network electronics must come with a cloud hosted network management system subscription that is a single pane of glass for both wired and wireless electronics.
- Cloud management requires no system upgrades or maintenance by user.
- New features added to system automatically, prefer monthly, with no downtime required.
- Dynamically created topology maps: switch to AP to client.
- Dynamic monitoring of loops, missing VLANs and bad cables.
- AI with conversational interface to troubleshoot and fix issues affecting wired and wireless networks.
- Built in feature to play back and re-create events to help resolve issues, as well as automatic packet capturing and storing for deeper packet analysis of recorded trouble events.
- Open API framework and integration with services like ServiceNow, Splunk, AirWatch etc.
- System baselining and easy identification of anomalies with dynamic packet capture.

RACK MOUNTING OPTIONS:

- All proposed network electronics (switches) must be rack mountable in a standard 19" network equipment rack or cabinet.
 - Core Switches preferably a 4-post mounting kit included.
 - Edge switches can be rack mounted with 2-post ears, included in the box.
 - "Classroom" switch is exempt from the rack mounting requirement.

DIMENSIONAL REQUIREMENTS:

- All proposed network electronics MUST be 1 RU in height.
- All Edge Switches proposed MUST be dimensionally LESS THAN:
 - 17.5 inches deep

POWER & AIRFLOW REQUIREMENTS:

- All proposed network electronics MUST have Front to Back airflow, and no side to side or back to front options will be considered.
- Proposed Core Switches MUST include dual power supplies, AC option only.
- All proposed Edge Switches MUST have modular power supplies and fans for in-the-field replacements to avoid having to replace an entire fixed switch to fix a failed power supply and/or fan. (Classroom Switch is exempt.)
- Proposed Wireless Edge Switches MUST have the provision for a second power supply which can be populated for additional PoE support, as needed. AC option only.

ROUTING PROTOCOLS:

Core Switch:

- L3 dynamic routing protocols such as OSPF and RIP required by default.
- BGP, IS-IS functionality optional with additional license.
- EVPN L2 VXLAN gateway support preferred, or optional with additional license.

Edge Switches:

- L3: RIP v1/v2, OSPF v1/v2 by default.
- Ethernet VPN–Virtual Extensible LAN (EVPN-VXLAN) to the access layer optional with additional license.

LAYER 2 FEATURES:

Core Switch:

- Bridge protocol data unit (BPDU) protect
- Loop protect
- Root protect
- STP—IEEE 802.1D (802.1D-2004)
- Rapid Spanning Tree Protocol (RSTP) (IEEE 802.1w); MSTP (IEEE 802.1s)
- RSTP and VSTP running concurrently
- Link Aggregation and Link Aggregation Control Protocol (LACP) (IEEE 802.3ad)
- Routed VLAN interface (RVI)

Edge Switches:

- IEEE 802.1AB: Link Layer Discovery Protocol (LLDP)
- Voice VLAN

LAYER 3 FEATURES (IPv4):

Core Switch:

- Bidirectional Forwarding Detection (BFD) protocol
- Dynamic Host Configuration Protocol (DHCP) relay
- Multicast Features
- Dynamic ARP inspection (DAI)
- DHCP snooping
- RADIUS, TACACS+, SSH v1, v2

- Storm control, port error deactivate, and auto recovery
- Control plane denial-of-service (DoS) protection

Edge Switches:

- Bidirectional Forwarding Detection (BFD)

INTERFACES & OPTICS OPTIONS:

Core Switches:

- Wire-speed Performance on every port.
- 1GbE SFP: 48 (24 copper 1GbE)
- 10GbE SFP+: 48/80 (with breakout cable)
- 25GbE SFP28: 48/80 (with breakout cable)
- 40GbE QSFP+: 8
- 100GbE QSFP28: 8
- Each QSFP+ port can be configured as a 4 x 10GbE interface or as a 40 Gbps port
- Each QSFP28 port can be configured as a 4 x 25GbE interface or as a 100 Gbps port
- 1 USB 2.0 port
- 1 RS-232 console port
- 2 management ports: 2 x RJ-45 ports

Wired Edge Switches:

- 24 host ports + four-port SFP/SFP+ uplinks
- 48 host ports + four-port SFP/SFP+ uplinks
- 10/100/1000BASE-T connector type RJ-45
- Uplink: Flexible 1GbE SFP/10GbE SFP+ ports supporting 1000BASE-T SFP, SX (multimode), LX (single mode), or LH (single-mode), minimum
- Power over Ethernet Plus (IEEE802.3at/Class 4) support for phones, video cameras, IoT and other PoE devices

Wireless Edge Switches:

- 24 Port Switch: 24 10GbE multi-gig RJ-45 host ports + 2 100GbE ports + optional 4 port 1GbE/10GbE SFP/SFP+ or 10/25GbE SFP28 extension module
- 48 Port Switch: 12 10GbE multi-gig RJ-45 ports + 36 multi-gig RJ-45 2.5GbE host ports + 2 100GbE ports + optional 4 port 1GbE/10GbE SFP/SFP+ or 10/25GbE SFP28 extension module
- Uplink/Extension Module Options
 - 4 port SFP+
 - 4 port SFP28
- Power over Ethernet Plus (IEEE 802.3bt/Class 5) support for Enterprise WiFi6/6E Access Points
- “Fast PoE” that delivers PoE to endpoints during a switch reboot, even before switch is fully operational.

SUPPORTED TRANSCEIVER AND DIRECT ATTACH CABLE OPTIONS:

Core Switches:

- SFP 1GbE optical and copper module
- SFP+ 10GbE optical modules
- SFP+ 25GbE optical modules
- SFP+ DAC cables: 1 and 3m twinax copper and 1, 3, 5 and 7m active twinax copper
- SFP28 DAC cables: 1 m twinax copper
- SFP28 optics: SR, LR
- QSFP+ DAC cables: 1 and 3m twinax copper
- QSFP+ to SFP+ 10GbE direct attach breakout copper (1 and 3m twinax copper cable)
- QSFP28 to SFP28 25GbE direct attach breakout copper (1 m twinax copper cable)

VIRTUAL CHASSIS/STACKING OPTIONS:

Core Switches:

- Minimum of two (2) switches stacked into a logical switch arrangement utilizing on board stacking ports with direct attach cabling.

Wired Edge Switches:

- Minimum of ten (10) switches stacked into a logical switch arrangement utilizing on board stacking ports with direct attach cabling.

Wireless Edge Switches:

- Minimum of ten (10) switches stacked into a logical switch arrangement utilizing on board stacking ports with direct attach cabling.

NETWORK ELECTRONICS (Section 1)
WIRELESS LAN EQUIPMENT

San Bernardino City Unified School District (SBCUSD) desires the following Wireless Local Area Network (WLAN) devices and related equipment. Any equivalent may be considered as long as Bid specifications are met.

WIRELESS LAN REQUIREMENTS QUANTITY & DESIGN:

- Please respond with a cloud-hosted single pane of glass dashboard for a management solution to manage both wired and wireless network electronics.
- Expected AP Sizing:
 - Fifty (54) Elementary Schools -- Each school will consist of up to fifty (50) indoor wireless access points and up to (10) outdoor access points.
 - Ten (10) Intermediate Schools – Each school will consist of up to eighty (80) indoor wireless access points and up to (15) outdoor access points
 - Ten (10) High Schools – Each school will consist of up to one hundred fifty (150) indoor wireless access points and up to (20) outdoor access points.
 - District Offices – Will consist of up to forty (40) indoor wireless access points, and up to (5) outdoor access points.
- Wireless Access Point Mounting:
 - Internal APs must be mounted horizontally, not vertically, and preferable on the ceiling which is primarily T-bar, though there are some hard lid and open ceiling areas at sites.
 - The majority of Internal AP deployments will be where there already exists an Indoor AP on T-bar, or hard lid or other mounting type that should be capable of accepting the replacement AP's mounting bracket.
 - External Antenna APs can be mounted horizontally or vertically depending on antennas used.
 - Dipole: AP can be mounted vertically if Dipole antennas have an articulating knuckle to allow them to swing to the vertical plane.
 - Directional or Omnidirectional: AP can be mounted horizontally or vertically, but the antenna must be mounted appropriately.
 - **Internal Coverage:**
 - (1) Internal AP per Classroom, mounted no more than THREE (3) FEET off-center of the ceiling and away from any Projector mount poles or other ceiling-dropped metal poles.
 - Must also be a minimum of 2-feet clearance from overhead fluorescent lights.
 - Must be installed in current location of Existing Access Points in most cases.
 - If District ever needs to install a second AP for whatever reason in a Classroom, the installer must follow Manufacturer's Best Practices. Typically, it is recommended that you space each AP apart by approximately 6 Ft (2 meters). This recommended distance is based on the assumption that both devices operate in the unlicensed band and do not transmit RF energy more than 23 dB-that is, 200 mW. If higher power is used, space the APs farther apart.
 - **Internal High Client Volume Labs, Libraries, MU Rooms, Gyms, Admin areas:**
 - Should use either an Internal or External antenna Indoor AP (with appropriate external antennas as needed) installed in a quantity greater than (1) to accommodate high-density device inside environments.
 - AP locations can be placed anywhere on the ceiling to achieve coverage, performance and non-interference per Manufacturer's Best Practices.

- **Outdoor Wi-Fi Coverage for Evacuation Areas, PE areas, Quads, Stadiums and other Areas:**
 - District will look at either an Indoor AP with appropriate External Antennas or an Outdoor AP as needed to cover the areas requested.
 - The Indoor AP with External Antennas will be mounted INDOORS, and then antenna cabling will wall-penetrate to the external surface of the building where the Antenna will be mounted. AP itself should not be outdoors whenever possible, and if it must be, then an appropriate secure and locked environmental enclosure must be used.
 - The Outdoor AP can be directly mounted outdoors for external coverage with its antennas per Manufacturer Best Practices. AP must be secured and locked in appropriate enclosure.

PART I: Wireless Networking (WLAN) SOLUTION

A. WLAN Network Cloud Architecture

1. Cloud Based WLAN architecture managing all access points, with integrated network management in a single pane of glass.
2. The following network services or features must be integrated into the WLAN cloud architecture:
 - Cloud-controller, without on premises wireless LAN controller.
 - Cloud controller requires no system upgrades or maintenance by user.
 - New features added to system automatically, prefer monthly, with no downtime required.
 - Flexibility to upgrade firmware on access points manually, scheduled or automatically.
 - Be able to upgrade Access Points individually or in groups seamlessly with minimal or no service disruption to clients.
 - Dynamically created topology maps - switch to AP to client.
 - Site mapping to create, add, modify and locate access point locations.
 - Built-in AI to adjust and optimize radios for coverage, signal strength and channels.
 - Dynamic monitoring of loops, missing VLANs and bad cables.
 - AI with conversational interface to troubleshoot and fix issues affecting wired and wireless networks.
 - Built in feature to play back and re-create events to help resolve issues, as well as automatic packet capturing and storing for deeper packet analysis of recorded trouble events.
 - Real time visibility of RF environment from the client perspective.
 - Dynamic collection of data from wireless clients to optimize performance.
 - Scalable, and reliable microservice-based cloud service. No VM or physical static WLAN controller in the cloud.
 - Open API framework and integration with services like ServiceNow, Splunk, AirWatch etc.
 - System baselining and easy identification of anomalies with dynamic packet capture.
 - APs continue to operate even if management subscription has lapsed.
3. The same software, configurations and product functionality supported across all platforms in the product family proposed. i.e. all Access Points must be 802.11ax/Wi-Fi 6 at a minimum and contain spectrum analysis functionality.

B. Authentication/Encryption

1. The solution must have support for the following features:
 - MAC based authentication
 - 802.1X based authentication

- WPA2/AES link layer encryption
- LEAP, PEAP, EAP-TLS, EAP-TTLS, EAP-GTC authentication
- Integrated RADIUS termination
- WPA3, and Private Pre-Shared Key
- Integrate with popular NAC solutions such as ISE, Clear Pass or FortiNAC.

C. Access Points

1. 802.11 a/b/g/n/ac/ax “W-Fi 7” functionality certified by the Wi-Fi alliance.
 - a. Wi-Fi 6E APs must operate in simultaneous dual 5GHz and 6GHz mode.
 - b. All Wi-Fi 6E 6GHz channels must be supported on the access point.
 - c. Wi-Fi 6E APs must have a dedicated scanning radio for security and RRM purposes.
 - d. Wi-Fi 6E APs must have a dedicated BLE array built into the AP.
 - e. Wi-Fi 7 APs must be standards-based production units and not draft-specs only.
2. Supports 802.3at Power-over-Ethernet Plus (PoE+) and 802.3bt Power-over-Ethernet Plus (PoE++) power options with multiple operating modes based on power provided.
3. All access points should be capable of multi-function services including: data access, location tracking, enterprise mesh, and RF monitoring and analysis at no additional cost.
4. All access points should support spectrum analysis functionality with always-on monitoring for real-time FFT, spectrograms, channel utilization, channel availability, and graphs without requiring external laptop use and be able to forward this data up to the cloud.
5. Fast AP reboot < 20 seconds including firmware upgrades.
6. Access Points must support the full features and functionality of the Wi-Fi standards they are marketed under.

D. Bluetooth Low Energy (BLE)

1. Access Points should include a preferred virtual/software BLE array radio platform capable of the following common location-based experiences and/or services:
 - a. User Engagement
 - i. Contact Tracing and Notification
 1. With whom infected or symptomatic individuals have recently come in contact.
 2. What office areas they visited and for how long.
 3. If there are hot zones susceptible to spreading a virus.
 4. Any proactive actions that might prevent unnecessary contact such as providing a QR code for visitors to use to pull up occupancy in areas they wish to enter.
 - ii. User Journey/Wayfinding while on campuses to get to specific rooms/buildings for special events, site events, etc.
 - b. Asset Tracking/Visibility
 - i. Find Assets Quickly with Bluetooth LE tags deployed to user badges or devices.
 - ii. Deliver in-room and zone-level accuracy for objects that have a Bluetooth LE asset tag or mobile devices with Bluetooth radios.
2. Preference given to using the same single pane of glass cloud-hosted management dashboard as the wired/wireless to setup, use, view and track once appropriate subscriptions are activated and BLE devices are handed out.

3. Subscriptions for User Engagement/Location/Asset Tracking Services must be included in the response and noted E-Rate eligibility, non-eligibility or cost-allocation of certain services.

E. WLAN Communication

1. Support link-layer discovery protocol from APs to find and sync with switch, that works over routed and switched subnets and that does not require reconfiguration or features on routers or switches.
2. All AP configuration and service delivery information cloud managed and maintained via the cloud dashboard.
3. The cloud dashboard should be capable of generating live RF heat maps, displaying RF coverage patterns and channel distribution in real time, all over maps imported into the system.

F. WLAN Security

1. Central Encryption/De-encryption of the path between the AP and the cloud management via standards-based protocols.
2. Support policy-based forwarding on the AP with integrated firewall for per-user role-based access control.
3. Role-based policy enforcement available as part of the solution, in addition to VLAN/port-based policy enforcement.
4. Rules for access rights based on any combination of time, location, user identity, device identity, and extended attributes from the authentication database.
5. The WLAN infrastructure must be able to take action including allowing the traffic, denying the traffic, rejecting the traffic, routing the traffic, destination or source NAT the traffic, modify the QoS level of the traffic, and blacklist the client for policy matches.
6. Automatic Rogue AP classification (from interfering APs) and automatic rogue AP containment.
7. Utilization of the same cloud management dashboard for wireless intrusion prevention and wireless data collection.
8. Blacklisting of wireless devices after wireless denial of service attack is detected from the wireless system.
9. Ability to identify wireless users who violate policy and quarantine them at the untrusted network.
10. Ability to prevent students, faculty and staff from connecting to non SBCUSD Wi-Fi networks while on school premises in order to stop them from bypassing SBCUSD security and content filtering policies.

G. WLAN RF Administration

1. Radio Resource Management with automatic adjustment of individual AP power and channel settings to maximize performance around other APs, limit the effects of interference (both 802.11 and non-802.11), and detect and correct any RF coverage holes.
2. Dynamic load balancing to automatically distribute clients to the least loaded 802.11 channels.
3. Capability to Band Steer supporting clients from 2.4GHz to 5GHz bands without the use of client specific configurations or software.
4. High Density Tri-Radio (and Quad-Radio) APs should be able to determine whether 2.4GHz service is required and automatically re-assign the 2.4GHz radio to 5GHz into a low/high split of channels to provide additional 5GHz capacity.
5. Capability to enable airtime fairness across different types of clients running different operating systems, providing preferred access for “fast” clients over “slow” clients.
6. Built in co-channel interference and adjacent channel mitigation mechanisms.
7. Capability to prioritize critical applications on the wireless network originating from the same device (QoS).
8. Capability for multiple APs to detect the same noise source and be able to report the source as being from a single device, rather than show it as multiple separate noise detections. This level of granularity is required so wireless administration staff can perform exacting interference removal knowing the specific single interfering device to look for.

9. System should support the above functions in real time and without the need to perform any network baselines or manually administered measurements and must be based on real RF information versus models in management systems.

H. WLAN Performance

1. WLAN infrastructure should increase capacity as it increases coverage automatically; neighboring access points should dynamically select 802.11 channels.
2. High Density Tri-Radio (and Quad-Radio) APs should be able to determine whether 2.4GHz service is required and automatically re-assign the 2.4GHz radio to 5GHz into a low/high split of channels to provide additional 5GHz capacity.

I. Origin of Products

1. All WLAN Cloud Management, Access Points, and Licensing must be provided by the Original Equipment Manufacturer.

PART II: WLAN Administration System

A. Administration

1. Administrative rights partitioning - different administrators must have different access rights. (RBAC)
2. Configuration and policy changes applied globally to all systems and APs from a single-entry point.
3. Integrated compliance reporting functions, as well as providing various reports regarding users and devices.

B. Monitoring

1. Accurate, real-time location tracking of devices and users, including rogue Access Points and security violators without separate location tracking or wireless intrusion appliance/software.
2. RF maps of actual coverage and data rates without requiring baselines of network signals and/or material modeling of buildings.
3. Ability to deliver real-time Access Point and user stats, and advanced search capabilities based on user name, MAC address, IP address, device name.

C. Origin of Products: WLAN Management/Monitoring Cloud Based System

1. WLAN Management/Monitoring Cloud Based System must be provided by the Original Equipment Manufacturer.

PART III: Warranty and Support

1. 24x7 telephone and email access to a technical assistance center staffed by support engineers
2. Next Day Replacement of Defective Equipment for the Lifetime of the product
 - a. RMA Returns includes Pre-Paid Shipping Label
3. Access to Software Upgrades for the Lifetime of the product
4. Access to support web portal
5. Duration: Limited Lifetime or equivalent alternate
6. Itemize service and maintenance cost after the warranty period

WIRELESS EQUIPMENT:

Wireless Cloud Management Licensing:

- Included with purchase of Access Points Hardware and Services Subscription bundle.

Wireless Access Points:

Classroom Fixed/Ceiling Mounted Internal Installation:

- Dual-band 802.11be Wi-Fi 7 service radios backwards compatible with older Wi-Fi standards (Wi-Fi4/5/6). Wi-Fi 6E functionality required.
- Cloud-based Access Point (Lightweight)
- INTERNAL integrated Radios
 - 2.4 GHz, Gain 4 dBi, internal omnidirectional, horizontal beam width 360°
 - 5 GHz, Gain 6 dBi, internal omnidirectional, horizontal beam width 360°
 - 6GHz radio with support for all Wi-Fi 6E channels.
 - Programmable fourth radio for network, location, security sensor, spectrum monitor and synthetic test client
- 4x4 multiple-input multiple-output (MIMO) in both uplink and downlink directions
- (4) spatial streams for High Density Models
- Virtual Bluetooth Low Energy Antenna Array radio, or equivalent, built into Access Point
- Orthogonal Frequency Division Multiple Access (OFDMA)
- 1024-QAM
- BSS Coloring (Spatial Frequency Reuse)
- Automatic RRM automating dynamic power and channel assignments, at least every 24 hours
- Transmit Beam Forming and Maximal Ratio Combining (MRC)
- 802.11ax Target Wake Time (TWT) to support low-power client devices
- 20, 40, and 80-MHz channels (20/40 for N, 20/40/80 for AC/AX)
- 2.4GHz Radio PHY data rates up to 1,148 Mbps
- 5GHz Radio PHY data rates up to 2.4 Gbps
- Packet aggregation: A-MPDU (Tx/Rx), A-MSDU (Tx/Rx)
- 802.11 dynamic frequency selection (DFS)
- Cyclic shift diversity (CSD) support
- Wired Interface: 10/100/1000/NBASE-T autosensing (RJ-45)
- 802.3at/802.3bt Ethernet Switch POE Powered
- Status LED indicates boot loader status, association status, operating status, boot loader warnings, boot loader errors, etc.
- Must include FULL-TIME and SIMULTANEOUS data delivery to clients and perform FULL-TIME and SIMULTANEOUS Spectrum Analysis.
- Universal Mounting Bracket included in the AP Box.

Indoor External Antenna Wireless Access Point:

- Dual-band 802.11be service radios backwards compatible with older Wi-Fi standards (Wi-Fi4/5/6). Wi-Fi-6E functionality required.
- Cloud-based Access Point (Lightweight)
- EXTERNAL Radio Antennas
 - up to four N-Type external dual-band antenna connectors

- Certified for use with antenna gains up to 13 dBi (2.4 GHz and 5 GHz)
- Programmable fourth radio for network, location, security sensor, spectrum monitor and synthetic test client
- 4x4 multiple-input multiple-output (MIMO) in both uplink and downlink directions
- (4) spatial streams
- Virtual Bluetooth Low Energy Antenna Array radio, or equivalent, built into Access Point
- Orthogonal Frequency Division Multiple Access (OFDMA)
- 1024-QAM
- BSS Coloring (Spatial Frequency Reuse)
- Automatic RRM automating dynamic power and channel assignments, at least every 24 hours
- Transmit Beam Forming and Maximal Ratio Combining (MRC)
- 802.11ax Target Wait Time (TWT) to support low-power client devices
- 20, 40, and 80-MHz channels (20/40 for N, 20/40/80 for AC/AX)
- 2.4GHz Radio PHY data rates up to 1,148 Mbps
- 5GHz Radio PHY data rates up to 2.4 Gbps
- Packet aggregation: A-MPDU (Tx/Rx), A-MSDU (Tx/Rx)
- 802.11 dynamic frequency selection (DFS)
- Cyclic shift diversity (CSD) support
- Wired Interface: 10/100/1000BASE-T autosensing (RJ-45)
- 802.3at/802.3bt Ethernet Switch POE Powered
- Multicolor Status LED indicates boot loader status, association status, operating status, boot loader warnings, boot loader errors, etc.
- Must include FULL-TIME and SIMULTANEOUS data delivery to clients and perform FULL-TIME and SIMULTANEOUS Spectrum Analysis.
- Universal Mounting Bracket included in the AP Box

High-Gain Outdoor OMNI Wireless Access Point:

- Dual-band 802.11a/g/n/ac/ax Wi-Fi 6. (Wi-Fi 6E not presently FCC approved for outdoors.)
- Cloud based Access Point (Lightweight)
- Internal Radio Antennas
 - Four 2.4GHz omnidirectional antennas with 4 dBi peak gain
 - Four 5GHz omnidirectional antennas with 6 dBi peak gain
 - 2x2:2SS, dual-band WIDS/WIPS, spectrum analysis, synthetic client and location analytics radio
- OMNI Coverage
- 4x4 multiple-input multiple-output (MIMO) in both uplink and downlink directions
- (4) spatial streams
- Virtual Bluetooth Low Energy Antenna Array radio, or equivalent, built into Access Point
- Transmit Beamforming and Maximal ratio combining (MRC)
- 802.11ax Target Wait Time (TWT) to support low-power client devices

- 802.11 dynamic frequency selection (DFS)
- Cyclic shift diversity (CSD) support
- Wired Interface: 10/100/1000BASE-T autosensing (RJ-45)
- 802.3at/802.3bt Ethernet Switch POE Powered
- Operating Temperature
 - -40° to 55° C with solar loading
 - -40° to 65° C without solar loading
- Status LED indicates boot loader status, association status, operating status, boot loader warnings, boot loader errors
- Must include FULL-TIME and SIMULTANEOUS data delivery to clients and perform FULL-TIME and SIMULTANEOUS Spectrum Analysis.

High-Gain Outdoor Directional Wireless Access Point:

- Dual-band 802.11a/g/n/ac/ax Wi-Fi 6. (Wi-Fi 6E not presently FCC approved for outdoors.)
- Cloud based Access Point (Lightweight)
- External Radio Connectors
 - Four 2.4GHz/5GHz omnidirectional antennas with N-style connector
 - 2x2:2SS, dual-band WIDS/WIPS, spectrum analysis, synthetic client and location analytics radio with N-style connector
- Add Directional Outdoor Antennas for Directional Coverage
- 4x4 multiple-input multiple-output (MIMO) in both uplink and downlink directions
- (4) spatial streams
- Virtual Bluetooth Low Energy Antenna Array radio, or equivalent, built into Access Point
- Transmit Beamforming and Maximal ratio combining (MRC)
- 802.11ax Target Wait Time (TWT) to support low-power client devices
- 802.11 dynamic frequency selection (DFS)
- Cyclic shift diversity (CSD) support
- Wired Interface: 10/100/1000BASE-T autosensing (RJ-45)
- 802.3at/802.3bt Ethernet Switch POE Powered
- Operating Temperature
 - -40° to 55° C with solar loading
 - -40° to 65° C without solar loading
- Status LED indicates boot loader status, association status, operating status, boot loader warnings, boot loader errors
- Must include FULL-TIME and SIMULTANEOUS data delivery to clients and perform FULL-TIME and SIMULTANEOUS Spectrum Analysis.

Outdoor Bridge:

- Dual-band 802.11a/g/n/ac/ax Wi-Fi 6. (Wi-Fi 6E not presently FCC approved for outdoors.)
- Cloud based Access Point (Lightweight)

- External Radio Connectors
 - Four 2.4GHz/5GHz omnidirectional antennas with N-style connector
 - 2x2:2SS, dual-band WIDS/WIPS, spectrum analysis, synthetic client and location analytics radio with N-style connector
- Add Directional Outdoor Antennas for Line of Sight Connection between Bridge APs
- 4x4 multiple-input multiple-output (MIMO) in both uplink and downlink directions
- (4) spatial streams
- Virtual Bluetooth Low Energy Antenna Array radio, or equivalent, built into Access Point
- Wired Interface: 10/100/1000BASE-T autosensing (RJ-45)
- 802.3at/802.3bt Ethernet Switch POE Powered
- Operating Temperature
 - -40° to 55° C with solar loading
 - -40° to 65° C without solar loading
- Status LED indicates boot loader status, association status, operating status, boot loader warnings, boot loader errors

NETWORK ELECTRONICS (Section 1)

Data Center Spine, Leaf and WAN Core

San Bernardino City Unified School District (SBCUSD) desires to replace or augment the spine-and-leaf data center fabric at both sites and refresh the WAN core connecting all E-rate eligible campuses.

Maintain existing topology, performance, resiliency, and segmentation, while enabling EVPN-VXLAN L2/L3 services and standards-based interop with the current environment during migration.

Use a fabric automation/orchestration platform and a centralized monitoring/analytics platform (or equal) to drive templated configs, compliance, and visibility.

The solution must be standards-based and interoperate with the existing Cisco Nexus and Aruba environment during a phased migration. Features and capabilities are stated as minimums; “or equal” solutions that meet or exceed these requirements are welcome.

1. Eligibility & Funding Classification

- Category Two – Internal Connections (IC): Spine/leaf switches; fabric/feature licenses; optics/transceivers; passive interconnects (AOC/DAC/patch); required racks/cabinets/cable management for eligible gear; installation/activation/configuration; shipping and taxes related to eligible IC. BMIC for eligible gear; optional MIBS if proposing third-party operation.
- Location (NIF) note: Shared C2 equipment located at a NIF and used to provide eligible connectivity to schools is C2-eligible. Equipment used solely by the NIF remains ineligible; bidders must clearly flag any such items.
- Budget window: FY2026–FY2030 Category Two cycle applies.

2. Design & Planning

Baseline review of current DC and WAN core including:

- Rack elevations, power/cooling readiness
- Fiber/transceiver inventory
- VLANs, VRFs, port-channels, routing adjacencies, address schemas, loopbacks, static routes
- Control-plane policies and inter-DC routing

Produce a future-state reference design for both data centers and the WAN core including:

- Spine/leaf roles and EVPN-VXLAN fabric with ASN/route-reflector design
- VLAN↔VNI mapping and BGP/OSPF/VRF relationships
- Template strategy for the automation/orchestration platform (device groups, domains, config templates)

Deliverables: Reference Design (Visio + narrative), L2/L3 diagrams, addressing/ASN plan, VLAN/VNI matrix, routing policy sets, optics map.

2B. Design Objectives

1. Standards-based EVPN-VXLAN L2/L3 fabric with ECMP underlay; interoperate with OSPF/BGP on existing Nexus during coexistence/migration (no proprietary lock-in).
2. Predictable high-density meeting or exceeding the 2019 build baseline while enabling growth to 200/400G where cost-effective.
3. High availability: Non-disruptive upgrades (ISSU/GR where supported), redundant PSUs, N+1 fans, front-to-back airflow, and hitless multi-chassis LAG (MC-LAG/VSX-class or equal).
4. Operational telemetry: streaming telemetry (gNMI/JSON), sFlow/NetFlow/IPFIX, event/change audit, role-based admin, API access for automation, and template-driven provisioning.

3. Lab Development & Validation (pre-production)

Build a representative lab fabric (spine/leaf class) managed by the contractor's automation/orchestration platform. Validate:

- EVPN-VXLAN underlay/overlay and interop with the current environment
- Control-plane adjacencies, MC-LAG/dual-homing, redundancy/failover, inter-DC routing
- Automation/template conformance, throughput and convergence tests

Deliverables: configuration templates, lab validation report (test plan, results, captures), and a configuration conversion mapping from current configs to proposed OS syntax.

4. Pre-Implementation Readiness

- Update rack/cable diagrams; stage all hardware with baseline management, auth, and telemetry; verify orchestration reachability.
- Produce a step-by-step implementation plan: device bring-up order, service migration sequence, validation checkpoints, and a rollback plan.

Deliverables: Implementation & Rollback Plans, staging checklist, and asset/serial inventory.

5. Implementation & Migration (production)

- Deploy and cable spine, leaf, and WAN core devices; onboard into automation/orchestration and apply validated templates.
- Operate the new fabric in parallel with the existing environment; establish BGP/OSPF adjacencies for controlled coexistence.
- Migrate services incrementally with per-group validation and monitoring for stability; synchronize inter-DC control plane via EVPN route reflectors.

Deliverables: Per-window migration runbooks, change logs, config diffs, template compliance reports, interim validation results.

6. Testing & Verification (post-migration)

- Validate L2 forwarding/trunks, L3 routing/VRFs, EVPN route propagation, MC-LAG behavior, redundancy/failover, inter-DC routing.
- Run performance benchmarks (throughput/latency).
- Confirm device visibility, topology discovery, and telemetry in the monitoring/analytics platform.

Deliverables: Post-migration verification report with results and remediation (if any).

7. Cutover Execution

- Schedule after-hours maintenance windows; perform live monitoring via automation and monitoring platforms.
- Execute the rollback plan if success criteria are not met; upon acceptance, decommission legacy core/fabric in a controlled sequence.

Deliverables: Cutover checklist, final success sign-off, decommission checklist.

8. Post-Implementation & Handoff

- Final end-to-end testing, synchronization review, and as-builts (topology, addressing, configs, templates).
- Enable ongoing monitoring/alerting and performance reporting; conduct knowledge transfer on ops, templates, and monitoring workflows.

Deliverables: Updated diagrams, as-built config archive, orchestration exports, knowledge-transfer session & attendance, final report (sequence, test results, recommendations). As-builts: fabric topology, port maps, optics lists, VLANs/VNIs, VRFs, policies; inventory spreadsheet (model/PN/SN/location); Tasks Completed summary.

9. WAN Core Upgrade – Specifics

- Provide redundant WAN core at each DC with ECMP and policy-controlled BGP/OSPF interconnects toward District WAN/edge/firewalls.
- Maintain/extend per-tenant VRF segmentation across the core with deterministic failover and fast convergence.
- Ensure QoS, ACL, CoPP, and routing policies are templated and repeatable; include telemetry/flow export for visibility.

Deliverables: WAN core policy set (prefix-lists, communities), failover test results, performance baseline report.

10. Acceptance Criteria (must be met for sign-off)

- All tests in Lab Validation and Post-Migration Verification show pass for: EVPN control-plane stability, VRF reachability, L2/L3 path redundancy, MC-LAG stability, inter-DC routing, and performance equal to or better than baseline.
- Automation templates applied and compliant across all nodes; no configuration drift.
- Monitoring/analytics shows complete device inventory, topology, health, and alerting.
- Complete as-built package and knowledge transfer delivered and accepted

11. Bid Submittals

- Reference design (summary), proposed fabric/ASN/route-reflector approach, and VLAN↔VNI strategy.
- Configuration conversion mapping (old→new syntax) and sample golden templates.
- Lab test plan and example results from prior engagements; draft implementation + rollback plans; staffing and schedule.
- Eligibility labeling: itemize IC vs BMIC vs Ineligible; split any bundled licenses (RTU vs support). (Price of eligible must remain the primary evaluation factor.)

Cabling for E-Rate Eligible Only (Section II)

Purpose

Provide only the Category Two—eligible cabling and terminations required to install and make functional the District's eligible internal connections. This language supersedes prior "Cabling and Pathway Services" content for this RFP and excludes ineligible construction/building modifications.

Eligibility

- Eligible (C2-Internal Connections): structured fiber and copper cabling, connectors/terminations, patch panels/enclosures/cassettes, jumpers/patch cords, labeling, certification testing, and installation/activation of the foregoing.
- Ineligible for this RFP: new conduit/raceway, sleeves/core drilling, pull boxes, trenching/boring, penetrations and firestopping, painting/patching, environmental testing/abatement, electrical work, and general workstation wiring not required for eligible equipment. If needed, quote separately outside E-rate.

Materials & Performance

- Copper: Category 6A UTP, plenum indoors; field-term plugs allowed for AP drops when supported.
- Fiber: OM4 for ≤400 m; OS2 where distance/design requires. LC duplex terminations.
- Patch panels/cassettes: high-density acceptable; support labeling and testing.
- Patch cords/jumpers: factory-terminated Cat6A cords and LC-LC jumpers cut to elevation; hook-and-loop only.

AP & Eligible Device Cabling

- Access Points: Up to (2) Cat6A plenum drop per AP location when specified, ceiling-mounted per District standards;
- Switch interconnects (within MDF/IDF): eligible jumpers/AOC/DAC/patch cords where serving eligible equipment.
- In-building backbone (MDF↔IDF): Provide/replace intra-building OM4/OS2 fiber with LC terminations/enclosures to support eligible switching and AP aggregation.

Installation, Labeling, Testing

- Follow ANSI/TIA-568/569/606/607 and NEC, plus manufacturer guidance.
- Label MDF/IDF panels, AP drops, and fiber trays per District scheme.
- Test/Certify: Copper Cat6A (Level IIIe/VI); Fiber power-meter (MM @ 850 nm; SM @ 1310/1550 nm). OTDR only for troubleshooting.
- Deliverables: Searchable PDF test results and updated cabinet/rack elevation labeling for eligible links.

Limited Cable Support Hardware (Eligible Only)

Refer to attached **Exhibit A- SBCUSD Cabling Standards** for SBCUSD cabling standards where applicable.

Use existing pathways wherever feasible. Within MDF/IDF spaces and above accessible ceilings, furnish minimal J-hooks/straps only where used exclusively to support eligible cabling runs; no new metallic raceway, pull boxes, sleeves, or conduit are included in this E-rate scope.

Warranty & Documentation

- Workmanship: 1-year minimum on labor; facilitate manufacturer structured cabling system warranty (25-year where offered).

- Closeout: As-built panel schedules, fiber tray maps, labeled port maps for eligible links only.

Explicit Exclusions (Do Not Include in E-rate Pricing)

- Conduit/raceway (surface or in-wall), sleeves, pull boxes, core drilling, penetrations, sealing, and firestopping.
- Trenching/boring or any new outside-plant pathway work.
- Painting/patching, drywall, millwork, backboards, carpentry, or seismic anchorage beyond mounting eligible panels/enclosures in existing racks/cabinets.
- Electrical power (new circuits, receptacles, UPS input wiring), HVAC, or anything not transporting data.
- Environmental testing/abatement (lead/asbestos) and any hazardous-materials handling.
- General workstation outlets/drops or raceways solely for end-user device connectivity unrelated to eligible equipment.
- Any product/service not required to make the eligible internal connections functional.

Pricing & Classification

- Unit measures: cabling in linear feet, terminations per port, panels/enclosures each, test/certifications per link.
- Funding labels: mark each line IC (eligible), BMIC (eligible), or Ineligible. Do not bundle ineligible work into eligible line items; if unavoidable, provide a clear cost allocation to remove ineligible costs.

SAMPLE

AGREEMENT

THIS AGREEMENT, dated the day of _____, 2026, in the County of San Bernardino, State of California, by and between the San Bernardino City Unified School District, hereinafter referred to as "District" and _____, hereinafter referred to as "Vendor".

WITNESSETH:

That the District and Vendor, for the consideration stated herein, agree as follows:

1. Contract:

The complete contract includes all RFP documents, all of the contract documents, including the Notice Inviting Bids, RFP No. 26-18, all proposal addenda, the submitted proposal, all negotiation documents, any resultant purchase order(s), District's Terms and Conditions, Special Conditions if any, Specifications, if any, this Agreement, and all modifications and amendments thereto, and by this reference are incorporated herein. The contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all.

2. Scope of Services:

Vendor shall perform within the time set in the Notice to Proceed, everything required to be performed, and shall provide and furnish all the personnel, labor, materials, necessary tools, equipment, and services, as described in all the documents of **RFP No. 26-18 Infrastructure Equipment, Cabling and Services for E-Rate** shall be provided and performed in strict accordance with all such specifications and provisions described in Section 1 above. The Vendor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

3. Compensation:

District shall pay to the Vendor, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the total estimated sum of **(\$XX,XXX.XX) Dollars & Cents (Reference Fee Schedule/Costs (Appendix "A"))**, said sum being the total amount agreed upon resulting from Vendor proposal dated _____ 2026;

4. Contract Term:

The term of the contract is _____ and shall continue through _____.

The District reserves the right to extend or cancel in accordance with the terms stipulated in the RFP documents and as stated in section 7.1 page 13 of this RFP.

5. **Notices**

All notices, demands, and documents required pursuant to the terms hereof shall be in writing and shall be delivered in person or by certified or registered mail, return receipt requested, with postage prepaid, at the addresses set forth below for each party: Notices shall be effective as of the date of receipt by the addressee. The address to which notices, demands and documents may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

District:

San Bernardino City Unified School District
Attn: James Soto
777 N F Street
San Bernardino, CA 92410

Vendor:

Copy to:

Cecil Wright,
Information Technology Director

6. **Entire Agreement**

The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this contract, exists between the parties. This contract can be modified only by an agreement in writing, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

District: SBCUSD

Firm:

By: _____
Title: _____

By: _____
Title: _____

Date: _____, 2026

Date: _____, 2026

RFP No. 26-18 Infrastructure Equipment, Cabling and Services for E-Rate

Fee Proposal Form

Note: All pricing tables should be completed online through the OpenGov e-Procurement portal. Please see Pricing Table Section 6 in OpenGov and note there are a total for 2 sections as broken down on Page 26. Service Providers must bid complete on section one or section two. Please note that vendors are **not required to respond to both project scopes** outlined in the RFP. You are welcome to submit a proposal for **only the section(s) relevant to your expertise or service**. Each proposal will be evaluated independently based on its alignment with the District's requirements.

Qualification Statement(Fill out if Bid on

Section 1 ONLY)

To supplement request for information called out in other sections of this RFP document, please include responses to the following specific questions. For uniformity purposes among proposers, suggested sections where information can be included in a firm's proposal.

If the same information is provided elsewhere in your proposal and qualification materials, clearly identify such in the following questions.

SECTION A – SPECIFIC REQUEST FOR INFORMATION

1. Background and Organization

Describe your company's overall experience and qualifications, especially in the public sector, and include the following information:

- Indicate how long your organization has offered Vendor services and how many clients you currently service in the public sector.
- Indicate whether your organization has been known by any other names within the last five years.
- List any characteristics of your organization that you feel distinguishes you from other E-Rate services

2. Staff Qualifications

Provide the names and qualifications of key personnel who would be assigned to manage and/or work directly with this account, in the roles/areas listed below. Please include education and professional work experience.

- Project Leader
- Implementation Team
- Customer Service Key Contact

3. Vendor Administrative Facility

Indicate the physical location of the facility that will be responsible for hosting and administering this contract.

4. Customer Service Staff

Briefly discuss your proposed approach to providing customer service to the District and include the following information:

- Indicate your response time for customer service inquiries.
- Indicate the number of employees you anticipate will be necessary to provide customer service for this account.
- Describe customer service hours of operation and location of customer service facility.

5. Periodic / Adhoc Reports

Describe reports that can be produced and indicate in what format these reports can be produced (i.e. Excel, PDF, etc.)

6. Disaster Recovery Program

Describe your disaster recovery program should data maintained in your system be adversely affected by earthquake, fire, flood, or another catastrophic event.

7. Security Compliance

Describe systems, policies, and procedures in place to ensure compliance with Privacy and Security rules.

8. Methodology -Implementation Plan

Describe the transition plan, including timeline.

9. Warranty

Describe in detail product, software and service warranty.

SECTION B – Please answer the following:

- (1) Have you or any of your principals been in litigation or arbitration of any kind relating to similar services during the prior five (5) years.

If yes, provide the name of the public agency and briefly detail the dispute:

- (2) Have you ever had a services agreement or contract terminated for convenience or default in the prior five (5) years.

If yes, provide details including the name of the other party:

- (3) Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment.

If yes, provide details:

- (4) Is your firm, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency. If yes, provide details:

- (5) Have you ever had any direct or indirect business, audit or other connection with any official, employee or Vendor of the District. Elaborate and discuss any potential, apparent actual conflict of interest:

SECTION C – REFERENCES

- (1) List at least three clients for whom you have provided similar services.

Name	Address	Phone Number and Email
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

I certify and 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
_____, City, County _____, State of _____.

Company Name: _____

Signature: _____

Title: _____

CONTRACTOR'S QUALIFICATION STATEMENT *(Fill out if Bid on Section 2 ONLY)*

The Undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO: _____

ADDRESS: _____

SUBMITTED BY: _____

NAME: _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

_____ CORPORATION

_____ PARTNERSHIP

_____ INDIVIDUAL

_____ JOINT VENTURE

_____ OTHER

TYPE OF WORK:

_____ General Construction

_____ HVAC

_____ Plumbing

_____ Electrical

_____ Other (please specify) _____

1.0 ORGANIZATION

1.1 How many years has your organization been in business as a Licensed Contractor?

1.2 How many years has your organization been in business under its present name?

1.2.1 Under what other or former names has your organization operated?

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of Incorporation: _____

1.3.2 State of Incorporation: _____

1.3.3 President's name: _____

1.3.4 Vice-President's name(s): _____

1.3.5 Secretary's name: _____

1.3.6 Treasurer's name: _____

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: _____

1.4.2 Type of partnership: _____

1.4.3 Names(s) of general partner(s): _____

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: _____

1.5.2 Name of Owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2.0 LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

2.2 List jurisdictions in which your organization's partnership or trade name is filed:

3.0 EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces:

3.2 Claims and Suits (If the answer to any of the questions below is yes, please attach details):

3.2.1 Has your organization ever failed to complete any work awarded to it? _____

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

3.2.4 Has your organization ever failed to pay your employees prevailing wages resulting in a citation, fine, claim, or arbitration proceeding within the last (5) five years?

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

3.4 On a separate sheet, list your firms experience in pest control and pesticide application of the key individuals of your organization.

4.0 REFERENCES

4.1 Trade References: _____

4.2 Bank References:

4.3 Surety:

4.3.1 Name of bonding company:

4.3.2 Name and address of agent:

Signature

Print Name

Title

Date

Noncollusion Affidavit

(Public Contract Code Section 7106)

STATE OF CALIFORNIA)

) ss.

COUNTY OF SAN BERNARDINO)

_____, being first duly sworn, deposes and says that he or she is of _____, the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham 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 price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the price, or of that of any other bidder, 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 proposal are true; and, further, that the bidder has not, directly or indirectly, submitted his or her 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 depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

(Signature)

(Typed Name)

State of California

County of _____

***Notarization not required**

Vendor Application

San Bernardino City Unified School District
Purchasing Department
777 N. "F" Street, San Bernardino, CA 92410

Business Name: _____

*Business License Number: _____ Expiration Date: _____

Representative Name: _____ Title _____

Business Address: _____

Number of years in business: _____ Email address: _____

Business Telephone Number: _____ Fax Number: _____

Products or Services Provided: _____

Comments: _____

List of References Where Your Company Provided Products/Services: (Preferably other school districts)

Other Schools or Business Name/Address	Contact	Phone	Dates of Service	Products/Service
1.				
2.				
3.				

"By signing below, I certify under penalty of perjury that the information provided is true and correct to the best of my knowledge. I understand it is the vendor's responsibility to update the above information as needed. I further agree that as a vendor of the District this company will conform to all Federal, State, County and City laws, ordinances, codes and regulations covering the products, work or services provided, including but not limited to, obtaining a *San Bernardino City business license as required by the San Bernardino City Clerk's Office. I understand that it is the vendor's total responsibility to determine specific details of such requirements and warrant that all work performed, or provided, totally conforms to such legal requirements. I understand the submission of this application does not guarantee that this company will be used as a vendor for the District or requested to quote on any or all requirements. I understand it is the vendor's responsibility to follow up and request the opportunity to quote. I understand the District reserves the right to use, any, or all vendors for the submission of quotes. Formal bids are advertised in The Sun newspaper's legal ads."

Authorized Vendor Representative Signature _____ **Date** _____

Name _____ **Title** _____

Equal Opportunity Certification

San Bernardino City Unified School District
777 N. "F" Street
San Bernardino, CA 92410
(909) 381-1126

Company_____

Address_____

City_____State_____Zip_____

Telephone_____Fax_____

Email_____Number of employees_____

Please check one of the following categories. This company is:

Minority Owned _____ Woman Owned _____ Disadvantaged _____ Disabled Veteran Owned _____

None of the Other Categories _____

Please check and complete below. This company is:

Independently Owned and Operated: _____

An Affiliate of _____ Parent Company_____

A Subsidiary of _____ Address_____

A Division of _____

"By signing below, I certify that we are an Equal Opportunity Employer and have made a good faith effort to improve Minority, Women and Disabled Veteran employment.

Signature_____

Printed Name_____

Title_____

Date_____

**Certification Regarding Debarment, Suspension,
Ineligibility And Voluntary Exclusion**

FAR Subpart 9.4—Debarment, Suspension, and Ineligibility

I am aware of and hereby certify that neither _____ nor its principals are presently
Name of Proposer

debarred, suspended, proposed for debarment its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above-named bidder on the _____ day of _____ 20____ for the purposes of submission of this RFP.

(Corporate Seal)

By

Signature

Typed or Printed Name

Title

Date

As the awardee under this RFP, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the _____ day of _____ 20____ for the purposes of award of this contract.

(Corporate Seal)

By

Signature

Typed or Printed Name

Title

Date

Workers' Compensation Certification

Labor Code Section 3700:

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

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

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

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

Principal

By

Typed or Printed Name

Title

Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.

Federal Funding Contract Compliance Form

The following provisions are required and apply when federal funds are expended by San Bernardino City Unified School District for any contract resulting from this procurement process. San Bernardino City Unified School District is the sub grantee or sub recipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

BREACH OF CONTRACT BY EITHER PARTIES

- a) **Contracts for more than the simplified acquisition threshold currently set at \$250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.**

Pursuant to Federal Rules (A) above, when federal funds are expended by San Bernardino City Unified School District, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

TERMINATION FOR CAUSE OR FOR CONVENIENCE

- b) **Termination for cause or for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rules (B) above, when federal funds are expended by San Bernardino City Unified School District, the District reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendors fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. San Bernardino City Unified School District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if San Bernardino City Unified School District believes, in its sole discretion that it is in the best interest of San Bernardino City Unified School District to do so. The vendor will be compensated for work performed and accepted and goods accepted by San Bernardino City Unified School District as of the termination date if the contract is terminated for convenience of San Bernardino City Unified School District. Any award under this procurement process is not exclusive and San Bernardino City Unified School District reserves the right to purchase goods and services from other vendors when it is in the best interest San Bernardino City Unified School District.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT

- c) **Rights to Inventions Made Under a Contract Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or sub recipient wishes to enter into a contract with a smallbusiness firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,developmental, or research work under that “funding agreement, “; the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (C) above, when federal funds are expended by San Bernardino City Unified School District, the vendor certifies that during the term of an award for all contracts by San Bernardino City Unified School District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CLEAN AIR ACT (42 U.S.C.7401-7671q.)

- d) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended –** Contracts and sub grants of amounts in excess of \$250,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean AirAct (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (D) above, when federal funds are expended by San Bernardino City Unified School District, the vendor certifies that during the term of an award for all contracts by San Bernardino City Unified School District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

DEBARMENT AND SUSPENSION

- e) **Debarment and Suspension (Executive Orders 12549 and 12689) –** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension”. SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (E) above, when federal funds are expended by San Bernardino City Unified School District, the vendor certifies that during the term of an award for all contracts by San Bernardino City Unified School District resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)
--

- f) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (F) above, when federal funds are expended by San Bernardino City Unified School District, the vendor certifies that during the term and after the awarded term of an award for all contracts by San Bernardino City Unified School District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds to all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR §
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When federal funds are expended by San Bernardino City Unified School District for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY
POLICY AND CONSERVATION ACT**

When federal funds are expended by San Bernardino City Unified School District for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Company Name: _____
Address: _____
City: _____ **State:** _____ **Zip:** _____
Phone Number: _____ **Fax #:** _____
Email Address: _____
Printed Name of Authorized Representative: _____
Signature of Authorized Representative: _____ **Date:** _____

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

("Project" or "Contract")

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.

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

☐ 1. Contractor's Total Base Proposal is less than one million dollars (\$1,000,000).

OR

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

I certify that I am duly authorized to legally bind the Contractor 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.

Company Name: _____

City, State: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

RUSSIAN SANCTIONS CERTIFICATION

(Federal Executive Order 14065 and State Executive Order N-6-22)

On February 21, 2022, President Biden issued Executive Order 14065 ("[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 ("[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](#).

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.

Company Name: _____

City, State: _____

Signature: _____

Print Name & Title: _____

Date: _____

Family Educational Rights and Privacy Act (FERPA) Section 49073.1 of the California Education Code

AB1584 COMPLIANCE

By acceptance of this purchase order vendor agrees to comply with the Family Educational Rights and Privacy Act which states:

AB 1584 – Section 49073.1 of the CA ED Code which states:

(a) A local educational agency may, pursuant to a policy adopted by its governing board or, in the case of a charter school, its governing body, enter into a contract with a third party for either or both of the following purposes:

(1) To provide services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

(2) To provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use pupil records in accordance with the contractual provisions listed in subdivision (b).

(b) A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following:

(1) A statement that pupil records continue to be the property of and under the control of the local educational agency.

(2) Notwithstanding paragraph (1), a description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account.

(3) A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract.

(4) A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information.

(5) A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records. Compliance with this requirement shall not, in itself, absolve the third party of liability in the event of an unauthorized disclosure of pupil records.

(6) A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records.

(7) (A) A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced.

(B) The requirements provided in subparagraph (A) shall not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content pursuant to paragraph (2).

(8) A description of how the local educational agency and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g).

(9) A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.

(c) In addition to any other penalties, a contract that fails to comply with the requirements of this section shall be rendered void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the contract. All parties subject to a contract voided under this subdivision shall return all pupil records in their possession to the local educational agency.

(d) For purposes of this section, the following terms have the following meanings:

(1) "Deidentified information" means information that cannot be used to identify an individual pupil.

(2) "Eligible pupil" means a pupil who has reached 18 years of age.

(3) "Local educational agency" includes school districts, county offices of education, and charter schools.

(4) "Pupil-generated content" means materials created by a pupil, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of pupil content. "Pupil-generated content" does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

(5) (A) "Pupil records" means both of the following:

(i) Any information directly related to a pupil that is maintained by the local educational agency.

(ii) Any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational agency employee.

(B) "Pupil records" does not mean any of the following:

(i) Deidentified information, including aggregated deidentified information, used by the third party to improve educational products for adaptive learning purposes and for customizing pupil learning.

(ii) Deidentified information, including aggregated deidentified information, used to demonstrate the effectiveness of the operator's products in the marketing of those products.

(iii) Deidentified information, including aggregated deidentified information, used for the development and improvement of educational sites, services, or applications.

(6) "Third party" refers to a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

(e) If the provisions of this section are in conflict with the terms of a contract in effect before January 1, 2015, the provisions of this section shall not apply to the local educational agency or the third party subject to that agreement until the expiration, amendment, or renewal of the agreement.

(f) Nothing in this section shall be construed to impose liability on a third party for content provided by any other third party.

As the service provider, I am familiar with and agree to comply with the Family Educational Rights and Privacy Act Section 49073.1 of the California education Code.

By

Signature

Typed or Printed Name

Title

Company Name

Date

CONFLICT OF INTEREST AND DISCLOSURES

As a potential vendor/contractor with the San Bernardino City Unified School District (SBCUSD), I hereby represent and warrant that there is no financial, business, professional, personal, or other interest, including, but not limited to, the representation of other parties, that would conflict in any manner or degree with the performance of obligations in providing goods or services to SBCUSD. Such conflicts include those contemplated by Government Code Section 1090, the California Political Reform Act (Government Code Section 87100 et seq.), and other California laws. SBCUSD Purchasing Services or the Business Services office shall be immediately notified in writing if any conflict of interest (actual or potential) arises when conducting any business with SBCUSD. If the District reasonably determines that any actual or potential conflict of interests exists with respect to the goods or services provided by the vendor/contractor, then the District, without liability to or recourse by the vendor/contractors, may terminate any agreements, purchase orders, or other financial obligations by giving written notice to vendor/contractor, and the termination shall be effective upon receipt of the notice by the vendor/contractor.

1. Disclose any and all relationships with current District employees and/or Board members that could be determined to be a conflict of interest for this RFP.
2. Disclosure of any finder's fees, fee splitting, payments to consultants, or other contractual arrangements of the Firms that could present a real or perceived conflict of interest.

Under penalty of perjury, I certify that there is no conflict of interest as stated above and that I shall immediately notify the District Purchasing Services or Business Services office in writing if a potential conflict of interest arises during the course of providing goods or services.

Signature: _____ Print Name: _____

Title: _____ Date: _____

Notification of Asbestos Related Information

Date:

To: {Contractor or Company Name}

Subject: Notification of Asbestos Related Information

By receipt of this letter, your company is being advised of the availability of information relative to the location(s) of asbestos-containing building materials (ACBM) which your employees may come into contact with while performing services for the San Bernardino City Unified School District.

Existing Federal law, as contained in 40CFR, part 763.84(d) mandates that your workers be provided with this information before starting work in these areas. Each school facility has its own site specific "Management Plan" which contains this information. It is suggested that your workers review these documents for their work location.

The San Bernardino City Unified School District assumes no responsibility for providing your workers with training or protective equipment, which may be required by any federal, state or local regulatory enforcement agency.

Our District contact (AHERA "Designated Person") for any questions pertinent to this subject is Environmental Safety Manager. He may be contacted at (909) 381-1192.

Potential contractors are herein notified that Hazardous Materials, which could include asbestos related substances, may be present during the construction process. Contractors are strongly encouraged to obtain a copy of the Asbestos Hazardous Emergency Response Act (AHERA) documents on file in the Environmental Safety Office and to follow recognized practices if such materials are encountered during the course of the Work.

If hazardous materials are encountered, all Work in the affected area is to immediately cease and the Environmental Safety Manager at safety@sbcusd.k12.ca.us is to be notified immediately in order to insure timely mitigation of the potential problem.

Listed below is a brief summary of sites that contain asbestos in or above the ceilings. **The asbestos must not be disturbed.** The asbestos material is not hazardous, unless it is disturbed, and is monitored on a periodical basis to insure it does not become a hazard. Prior to any work being done in the areas listed below please contact the Asbestos Technician at Environmental Safety Office for proper procedures.

Arrowhead Elementary Bldg. B – Above Chiller Room & Electrical Room Arrowview Middle School Bldg.
A Cajon High School Bldgs. A, D, E (Except Little Theater) & Library "Old" Curtis Middle School: HS #8
Bldgs. A, D & PE Locker Rooms Lincoln Elementary Main Building
San Bernardino High School Bldgs. B & Library, Auditorium (ceilings & walls) San Geronio High School
Bldgs. A, B, C, E & Cafeteria Serrano Middle School Throughout Serrano Hills Middle School Main
Building Thompson Elementary A, B, C, E

***I acknowledge that our company has been notified of the opportunity to receive
the above referenced information:***

Company Name_____

Company Phone_____ Company Fax_____

Company Authorized Representative_____

PWC-100 Information
FORM MUST BE RETURNED WITH QUOTE

CONTRACTOR'S INFORMATION REQUIRED:

****MUST BE COMPLETED FOR ALL CONTRACTORS AND SUB-CONTRACTORS****

Contractor's Name and Address _____

Contractor's Telephone Number _____

Email Address _____

Contractor's License Number _____

Registration Number given by DIR _____

Project Name _____

Project Description _____

Project Cost _____

Estimated Start Date _____

Estimated Completion Date _____

Project Superintendent Name _____

Classification, (please select one)

<input type="checkbox"/> Asbestos	<input type="checkbox"/> Boilermaker	<input type="checkbox"/> Bricklayers	<input type="checkbox"/> Carpenters
<input type="checkbox"/> Carpet/Linoleum	<input type="checkbox"/> Cement Masons	<input type="checkbox"/> Drywall Finisher	<input type="checkbox"/> Drywall/Lathers
<input type="checkbox"/> Electricians	<input type="checkbox"/> Elevator Mechanic	<input type="checkbox"/> Glaziers	<input type="checkbox"/> Iron Workers
<input type="checkbox"/> Laborers	<input type="checkbox"/> Mill Wrights	<input type="checkbox"/> Operating Eng	<input type="checkbox"/> Painters
<input type="checkbox"/> Pile Drivers	<input type="checkbox"/> Pipe Trades	<input type="checkbox"/> Plasterers	<input type="checkbox"/> Roofers
<input type="checkbox"/> Sheet Metal	<input type="checkbox"/> Sound/Comm	<input type="checkbox"/> Surveyors	<input type="checkbox"/> Teamster
<input type="checkbox"/> Tile Workers	_____		

Other _____

Contractor's Certificate Regarding Hazardous Materials

"I certify that all the materials and supplies installed under this contract

NAME OF CONTRACT:

are free of hazardous materials."

Official Name of Contractor: _____

BY: _____

Title: _____

Date: _____

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Divisions 5, Title I of the Government Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the address of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor in or about the construction of the work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractors total bid and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this Bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specified more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total proposal, the subcontractor shall be deemed to be fully qualified to perform that portion of work and shall perform that portion as prime contractor.

No prime contractor whose proposal is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original Bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total proposal as to which the original Bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total proposed cost as which no subcontractor was designated in the original Bid shall only be permitted in cases of public emergency or necessity and then only after finding reduced writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

Portion of Work

Subcontractor

Address of Business

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT

_____, as
Principal, and _____, as Surety, are held firmly
bound unto the **San Bernardino City Unified School District** (hereinafter called the DISTRICT) in
the sum of _____
_____ DOLLARS (\$_____), being not less than ten
percent (10%) of the Total Bid Amount; for the payment of which sum will and truly be made,
we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to the DISTRICT to perform all Work required for the
construction _____ of _____ the
_____ set
forth in the Notice Inviting Proposals and accompanying Bid Documents,
dated _____, 2026.

NOW, THEREFORE, if said Principal is awarded a Contract for the Work by the DISTRICT and , within
the time and in the manner required by the above-referenced BID Documents, enters into the
written form of Contract bound with said Bid Documents, furnishes the required bonds (one to
guarantee faithful performance and the other to guarantee payment for labor and materials)
furnishes the required insurance certificates and endorsements, and furnishes any other
certifications as may be required by the Contract, then this obligation shall be null and void;
otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the
DISTRICT and judgment is recovered, said Surety shall pay all costs incurred by the DISTRICT in such
suit, including reasonable attorneys' fees to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 2026.

Principal

Surety

By: _____
Signature

By: _____
Signature

PERFORMANCE BOND

THAT WHEREAS, the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows:
_____ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligees under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligees, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligees that is based upon estimates approved by the District. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligees to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligees as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligees's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph)

sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligees and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligees is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligees' reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20____.
PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety’s name must also appear on the Treasury Department’s most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Telephone: _____

(Name and Address of agent or representative for
service for service of process in California)

Telephone: _____

PAYMENT BOND

(Labor and Material Bond)

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the San Bernardino City Unified School District, hereinafter called "District", has awarded to _____ hereinafter designated as the "Principal", a Notice of Intent to Award Contract for the work described as follows:

WHEREAS, said contractor is required by Division 4, Part VI, Title III, Chapter 5, (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with said contract;

NOW THEREFORE, we, the undersigned contractor and _____ as surety are held and firmly bound unto the

_____ District in the sum of
_____ Dollars (\$_____), for

which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code Section 13020 with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax board from the wages of employees of the contractor and his subcontractors, with respect to such work and labor, then the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the contractor and surety above named, on the _____ day of _____, 20____.

Surety

Contractor

By _____
Attorney-in-fact

Exhibit A - SBCUSD Cabling Standards

II.A Supporting Codes and Standards Documents

It is not possible to list all of the applicable Codes and Standards documents. A non-inclusive list of key documents is presented below as a minimum:

- ANSI/EIA/TIA-568-B: Commercial Building Telecommunications Cabling Standard
- ANSI/EIA/TIA-569-A: Commercial Building Standard for Telecom Pathways and Spaces
- ANSI/EIA/TIA-606: Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
- ANSI/EIA/TIA-607: Commercial Building Grounding/Bonding Requirements
- NFPA 70: National Electrical Code
- ISO/IEC 11801: Generic Cabling for Customer Premises
- BICSI: Telecommunications Distribution Methods Manual (TDDM)
- ANSI C80.1: Electrical Rigid Steel Conduit

The latest revision of each document, and other related documents, is to be considered the one in force at the time of system construction and delivery to SBCUSD. The vendor is required to comply with the applicable documents in content and intent as well.

If any applicable documents are in conflict, then the more stringent requirement shall apply. The Contractor is required to advise the SBCUSD Information Technology (IT) Representative of any conflict that could result in work deficiencies.

II.B Vendor Requirements

Vendors bidding on SBCUSD work projects shall possess as a minimum the following qualifications. Proof of qualification for each item shall be submitted with the bid response. Failure to submit proper proof of compliance with each qualification may result in bid disqualification. Provide documentation with the bid response confirming the following qualifications:

1. A manufacturer's Certified Installer/Contractor agreement in force at the time of bid submittal and throughout the entire construction process. A current support document shall be included in the Contractor's bid response.
2. Certified to provide factory warranties including a product component warranty and a system performance warranty. The factory warranty period shall not be less than 25 years. Provide current Manufacturer Certificate with bid response.
3. Have a Registered Communications Distribution Designer (RCDD®) directly employed by the vendor who will be ultimately responsible for this project. Submit current RCDD Certificate with bid response.
4. The contractor shall ensure that 100% of the technicians installing a copper system have received a manufacturer's training certificate for copper systems. Submit current certifications for each technician with bid response.
5. The contractor shall ensure that 100% of the technicians installing a fiber optic system have received a manufacturer's training certificate for fiber optic systems. Submit current certifications for each technician with bid response.
6. The contractor shall have copies of the technicians' certificates available for inspection by the SBCUSD IT Representative upon request.

7. Vendor shall hold in good standing a valid California C-10 (electrical) license and a valid California C-7 (low voltage) license. Submit copies of both licenses with bid response.
8. Employ technicians with current Voice Data Video certification by State of California Department of Industrial Relations. Submit proof with bid response.
9. Employ technicians with minimum of 10 hours of Construction Safety and Health training as provided by Cal/OSHA. Submit with bid response.
10. The Vendor must have completed a minimum of five (5) projects of similar size and scope for public School District entities within the past five (5) years, and have a successful history of sales, installation, service, and support. Provide references of similar projects with bid response.
11. All Low Voltage and High Voltage work shall be done “in-house”, no sub-contractors for this type of work. Any subcontractors for any work outside of Low Voltage/High Voltage work must be included in the bid response or that subcontractor will not be allowed to be utilized later (i.e., trenching subcontractor). Vendor must act as prime.
12. Cabling Vendor needs to have one or more certified environmental testing staff (or a listed subcontractor) for materials testing.

NOTE: Cabling Vendor cannot do the remediation, that will still be left to the District’s Safety Contractor. Cabling Vendor’s materials testing will speed up the projects and streamline the abatement process.

II.C Cabling System

All copper and fiber optic components of the cabling system are either to be of a single manufacturer, or of a manufacturer partnership under a system trade name offering a single point of contact for SBCUSD in the event of a warranty claim. The SBCUSD has chosen the Panduit TX6A 10 Gig UTP Copper Cabling solution as the baseline for all equivalents to be measured. Vendors submitting other manufacturer systems for consideration must meet this system in physical and electronic performance as well as utility.

II.C.1 Copper System

A. SBCUSD requires a high performing Category 6A system that meets the following system performance guaranteed headroom as a minimum based on worst pairs:

Electrical Value TIA/EIA Category 6A ISO Class EA

Insertion Loss 3% 3%

NEXT 3.5 dB 2.5 dB

PSNEXT 5 dB 4 dB

PSACR-F 10 dB 10 dB

Return Loss 3 dB 3 dB

PSACR-N 6.5 dB 6.5 dB

PSANEXT 2 dB 2 dB

PSAACR-F 10 dB 10 dB

II.C.2 Copper Cable Color Standards for Horizontal Cabling, Jack Inserts and Patch Cords

SBCUSD has standardized on specific colors identified below for horizontal cabling and jack inserts and patch cables on both ends of the horizontal cabling must be the same color. The following colors are the District Standards for the specific network devices and services listed below:

Yellow: The default color to be utilized when the project to install cabling has no specific device/service usage already determined, or will be used for general data services (i.e. Internet access for wired classroom drops) or is not specified to be one of the other color definitions. Otherwise, at any point prior to the installation of the cabling, inserts or patch cables, if the device types and services become known, the color is to be switched to the identified color standard in support of those now identified devices and services listed below.

Red: To be utilized for devices and services that are in support of Alarms, Energy Management Systems (EMS), and Environmental monitoring.

Orange: To be utilized for devices and services that are in support of Wireless Access Points (internal and external).

Green: To be utilized for devices and services that are in support of IP cameras for Video Surveillance.

Blue: To be utilized for devices and services that are in support of audio/visual displays and devices that connect clients to those projectors/TVs. This includes all Wi-Di devices, Projectors and Apple TVs.

Purple: To be utilized for devices and services that are in support of VoIP.

Black: To be utilized for devices and services that are in support of IP-based Bells and Paging.

II.C.3 Cable

A. SBCUSD requires all cabling being installed within a building to be plenum rated in all environments. Even though quite desirable, SBCUSD is not aware of a Category 6A indoor/outdoor plenum-rated cable. As a result, SBCUSD is willing to accept an indoor/outdoor CM rated cable as long as the NEC termination and pathway requirements are met. Regardless of environment, the cabling shall be of the same electrical performance as Category 6A and be warranted by the same cabling system manufacturer, as Panduit or equivalent.

B. Ethernet patch cords must be made of 100% pure bare copper wire, as opposed to copper clad aluminum (CCA) wire, to be fully compliant with UL Code 444 and National Electrical Code TIA-568-C.2 fire and safety standards, which require pure bare copper wire in communications cable.

C. Installation of cabling shall be of continuous length from each termination point.

D. No length of cable shall exceed 285 feet (tested length).

E. The bend radius of any cable shall not exceed 4 times the diameter of the cable.

F. Should the cable become kinked while being installed, the contractor shall not attempt to repair the cable, but shall remove and replace the entire run. All cable runs are potential inspection items for the SBCUSD IT Representative.

G. The cable jacket shall be maintained as close to the point of termination as possible.

H. The cable pairs shall not be untwisted more than 1/2" from the termination point.

I. All cabling is to be installed in its own pathway and fully supported.

J. Cabling shall be installed with no more than a 4-foot space between supports.

K. Cabling can be installed in pathways such as cable tray and ladder racking, as long as the pathway is low-voltage cabling only, the pathway is appropriately bonded to the building grounding system, and the Data System cables are bundled separately from other low voltage cabling.

L. Underground cabling can be installed inside buildings to the ultimate termination point without transition as long as the cabling is rated for such applications.

M. Industry Standard cable waste varies between 7% and 10% per project and the District will not accept final invoices for cabling where cable waste exceeds 10%.

II.C.4 Terminations

A. Jack modules shall be of insulation-displacement termination construction, and may offer mass termination of all four pairs simultaneously. In addition, a jack module must be available as part of the cabling system, and facilitate the same system performance and warranties, that can be utilized in existing workstation outlet faceplates from other manufacturers. The most common situation is the Avaya (Lucent) system. Another common situation is Wiremold 5400 raceway.

B. In an effort maximize space, SBCUSD has standardized on a discrete modular patch panel system. The system must allow the following:

1. Presentation of 48 individual module ports in a 1U (1.75") rack height, preferred.
2. Presentation of 24 individual module ports in a 1U (1.75") rack height.
3. Presentation of 12 individual module ports to be mounted in an 89B type wall bracket.
4. Offer Category 6A connectivity, preferred.
5. Offer Category 5e connectivity if required.
6. For New Construction, only 48 port 1U patch panels are allowed. Do not put in two (2) 1-U 24-port patch panels stacked to create a 48-port panel.

C. Cabling shall be dressed cleanly and fully supported via hook & loop straps and cabinet/rack supports. All cabling bundles are to be loosely secured with hook & loop straps only. Cable ties are not to be utilized. In addition, hook & loop straps must not be spaced at regular intervals but must vary between 4-6 inches at random over the length of the secured cable section.

D. Cabling slack can be placed in the cabinet/rack area as well as the ceiling areas if fully supported by the proper pathway device. No more than 4 feet per horizontal run shall be stored.

E. It is preferred that horizontal cabling does not bypass a patch panel and be terminated and directly plugged into a switch. Any cases would need to be signed off by SBCUSD IT Representative(s).

F. No particular order is required between workstation cabling terminations or Access Point cabling terminations, though there are instances where AP cabling must be on a specific patch panel associated with an AP supporting edge switch and other existing AP cabling.

G. The patch panel ports are to be populated beginning with port one in switch numerical sequence (top to bottom, from left to right), leaving no open ports. The only exception will be with 24-port switches that have their ports only on

the right side of the faceplate and will require patch panel ports to be populated from right to left to allow for the desired patch cord lengths to work.

H. It is not a requirement to fill the unused ports with blanks.

I. Any new copper cabling to patch panels should be patched into an open switchport if available. If no ports are available, do not unplug any existing connectivity. Notify SBCUSD IT Representative(s) that a new switch is needed.

J. Fiber optic cabling shall be terminated in a fiber enclosure of appropriate size for the cabling being terminated. Unused adaptor panel ports shall be filled with blank panels.

II.C.5 Workstation Outlets

A. Faceplates are to be in two-port and four-port, and occasionally 6-port or larger, single gang configurations. The faceplates must include labels and label covers. SBCUSD has standardized on white color faceplates.

B. The outlet faceplate shall be affixed to the wall or surface mount termination box with two color-matching screws.

C. SBCUSD has installed a great deal of Wiremold 5400 raceway. Therefore, the raceway adaptors must accommodate the same manufacturer jack module as for all other termination needs, and must match the Wiremold 5400 color.

D. All empty ports shall be filled with a color matching blank module.

E. Cabling shall be coiled in the wall or surface mount boxes with no less than 4" and no more than 6" of slack cable.

F. For new installations, the District standard is two (2) ports per user minimum, and depending on the area of the project, such as receptionist areas or other high-volume areas, can require from four (4) to six (6) or more ports per user. No new construction shall ever put in one (1) port per user.

II.C.6 Access Point Cabling

A. A single-port surface mount termination box shall be utilized to house a single jack module for Access Point connectivity. The termination box shall be white.

B. Alternatively, a "field termination plug" will also be acceptable for Access Point connectivity as long as the correct cabling and jack color is maintained (even with a colored flag label should the field termination plugs not come in specific colors).

C. All AP drops installed above drop ceilings must be identified by a red dot affixed to the T-bar in the approximate location as the AP patch cable (not the biscuit box) so that the network electronics vendor can find it. Additionally, AP patch cords should be left dangling (no more than 6 inches) from the drop ceiling into the room to make locating the new drop simple.

II.C.7 Patch Cords

A. Small diameter Category 6A patch cords, as manufactured by Panduit (or approved equivalent) shall be provided by the contractor for the outlet or Access Point termination end as well as the patch panel termination end. The contractor may be asked to install the MDF/IDF/LDF patch cords in instances where the existing Edge switches are not being replaced, as part of the SBCUSD cabinet redressing requirement. These patch cords for the most part shall be either 8" in length or 12" in length as required with preference given to the 8" length where it can be used without strain.

B. Small diameter Category 6A patch cords, as manufactured by Panduit (or approved equivalent), utilized for all patching shall be of appropriate length and engaged into the associated terminated jack, then coiled and left to be engaged into the Access Point at the appropriate time.

C. The patch cords shall be yellow in color for workstation drops and orange in color for AP drops, and follow the other color standards listed herein, and be of the same manufacturer as the cabling system.

D. As a space saving effort, SBCUSD requires the diameter of the patch cable shall not exceed .150" as manufactured by Panduit (or approved equivalent).

E. The connector end of the patch cord shall provide a tangle-free latch design as manufactured by Panduit (or approved equivalent).

F. A Category 6A small diameter, tangle-free latch design patch cord for workstations in lengths appropriate for the specific workstation shall be delivered to SBCUSD.

The SBCUSD IT Representative(s) will confirm the quantities and lengths required per site. At no time shall a patch cord exceeding 5 meters be required.

II.C.8 Cable Management

A. As part of SBCUSD's efforts to maximize cabinet/rack space utilization, no new horizontal cable management devices shall be installed. Further, any existing horizontal cable management shall be removed and the cabinet re-organized, re-patched and redressed. See Cabinets/Racks Redressing Requirements.

B. Rear cable management devices to support cables to the point of termination are to be utilized. A towel bar style bracket is acceptable as long as the cables are neatly and securely attached via hook and loop straps.

C. Vertical wire management may be utilized when appropriate.

II.C.9 Copper System Labeling

A. All workstation outlets, Access Points, and patch panel termination ports are to be labeled with the SBCUSD standard labeling system.

B. The standard labeling system is as follows:

1. The patch panel termination location followed by the Room and port number

Example: IDF-A1 to Room A1 port 07 A1-07 (workstation cable)

Example: IDF-A1 to Room A1 port 07 A1-W07 (Access Point cable)

C. A wrap around label shall be installed at each end of the cable no more than 4 inches from the point of termination presenting the same alphanumeric scheme.

D. Labeling shall be adopted that is a match and continuation of the accepted labeling already existing at any site(s), and with approval of SBCUSD IT Representative(s).

II.C.10 Fiber Optic System

A. SBCUSD has standardized on 12-strand fiber cabling for all backbone requirements. SBCUSD may require a 24-strand fiber cabling for some large IDF's. This includes cabling from the site MDF to each IDF location, and in the rare instance

from an IDF to an LDF. In the rare instances from IDF to LDF, SBCUSD may elect to utilize a 6-strand fiber cable. The cabling shall be of indoor/outdoor construction and meet all requirements for plenum environments.

B. For cost reasons, SBCUSD would like to utilize no less than Laser Optimized OM4-rated (defined in TIA-492-AAAD) graded-index Multi-Mode Fiber with 850 nm VCSELs (vertical-cavity surface-emitting lasers) for all backbone cabling where the distance run is 400m or less which is capable of up to 25Gb/s connectivity from end-to-end. For all distances exceeding 400m, then Single Mode Fiber is to be utilized to achieve up to 25Gb/s connectivity end-to-end.

C. Single Mode Fiber installations will be limited due to the high cost of the transceivers. Some existing Single Mode Fiber runs at various sites which are under 400m in length may remain in place, at the District's discretion, and be utilized if it is cheaper to do so than replacing it with new multi-mode fiber and new multi-mode transceivers.

D. There shall always be a minimum of 10' of jacketed cable slack at each end of the cable.

E. Connectivity shall be of the LC duplex type. Both field polish and pre-polish termination methods are acceptable.

F. An appropriately sized fiber optic enclosure shall be utilized for all fiber optic cabling terminations.

a. Fiber cable slack shall be neatly coiled within the enclosure. No unjacketed slack loops shall be allowed external to the enclosure.

b. The cable jacket shall enter the enclosure at minimum of 6 inches, and its strength member shall be secured to the enclosure by mechanical means.

G. The general SBCUSD approach is to install the new fiber cabling alongside the existing OM1/OM2 multi-mode cabling. There will be instances where existing cabling must be removed to allow pathway space for the new cabling. In these instances, the cabling/pathway contractor shall coordinate with the SBCUSD IT Representative, who shall coordinate with the Active Equipment contractor, to ensure the required components are available and ready to be engaged simultaneously with the new fiber cabling.

H. Some MDF to IDF cabling is already single mode. In these instances, the current termination connector, if not LC, shall be removed. The cable shall be re-terminated with the required LC duplex connector, and the cabling link to be retested and warranted.

I. In the event the existing termination is already LC (simplex or duplex) the cable does not need to be re-terminated, but must be retested and warranted if disengaged and reengaged for any reason.

J. SBCUSD may elect to use Armored fiber optic options where/if needed due to known rodent issues, or where rodent issues present themselves at a later date if the fiber run must be replaced due to rodent chewing.

II.C.11 Fiber System Labeling

A. A wrap-around label shall be installed on the jacket of the cable no less than 4" and no more than 6" outside the enclosure at each end of the cables. The cables must be easily identifiable by visual mean the specific IDF or LDF cabinet.

B. Each MDF enclosure shall display a clearly identifiable labeling chart that easily accessible and legible on the front of the enclosure connector panels. Various methods are acceptable, as long as any specific IDF or LDF connector panel is easily identified and is consistent throughout the project.

C. IDF cabinets and racks shall identify on the front of the panel the IDF for the IDF to MDF cabling, and the LDF for the IDF to LDF cabling.

D. The labeling shall match the IDF/LDF nomenclature exactly.

E. Fiber Cabling Schedule Document that covers type and location of fiber runs from MDF to IDFs and IDFs to LDFs in a graphical format, and include a graphical picture of the cabling connectors in the fiber tray.

II.C.12 Cabinets Installation

A. New cabinets shall be installed at the location identified by the SBCUSD construction drawing documentation. The exact location shall be approved by the SBCUSD Maintenance and Operations (M&O) Department. The SBCUSD IT Representative will have already met with the M&O Department prior to commencement of construction.

B. Cabinets shall be as manufactured by Southwest Data Products (or approved equivalent).

C. Wall cabinets shall be mounted on a 1" plywood 48" x 48" backboard, anchored sufficiently to support the maximum allowable weight of the cabinet being installed.

D. The backboard shall be painted white with two coats of fire-retardant paint on all sides.

E. In the unlikely event a backboard cannot be installed at the chosen cabinet location, the cabinet shall be installed on solid strut.

F. The strut shall be securely fastened to the wall and inspected by the SBCUSD IT Representative prior to cabinet mounting.

G. Two runs of strut extending at least 1" beyond the dimensions of the cabinet and fastened to at least two wall studs shall be utilized for cabinets no larger than 24" in height.

H. Three runs of strut extending fastened to at least three wall studs shall be utilized for cabinets greater than 24" height.

I. No wall cabinet greater than 48" in height shall be installed.

J. Wall cabinets shall be installed to where the bottom of the cabinet is a minimum of 80" AFF (above finished floor) or the top a maximum of 27" AFF. If a situation arises where this is not possible, the vendor is to contact the SBCUSD IT Representative. Existing cabinet locations do not apply.

K. Wall cabinets shall be of a double-swing, three-piece, design with care taken to the direction of the door swing.

L. Wall cabinet hinges shall not be of piano hinge type. All piano hinge type cabinets are to be removed and replaced.

M. Wall cabinets shall provide a lock for the front door and a lock for the mid-section, both keyed for #CH751 key. Any lock not utilizing a #CH751 key shall be removed and replaced.

N. Floor mounted cabinets or standing open frames shall be mounted with at least 3 feet of clearance from the front door and from the rear door.

O. Floor mounted cabinets or standing open frames shall be appropriately seismic braced to the floor.

P. All cabinets shall be a minimum of 30" depth.

Q. Cabling electronics vendor to notify SBCUSD IT Representative of any existing hanging cabinet issues with the cabinet being securely fastened/attached to the wall/backboard as soon as they are noticed so that IT Representatives can visit the site with the SBCUSD Safety Office representative and determine severity and get Cabling vendor to quote repairs.

II.C.13 Cabinets/Racks Redressing Requirements

A. To maximize space, equipment shall be placed as follows:

1. Incoming IDF/LDF Fiber Tray at the top.
2. The 1U 48-port discrete modular patch panel to be positioned below the fiber tray(s).
3. The first switch to be positioned next.
4. The second 1U 48-port modular patch panel follows the first switch.
5. The second switch next.
6. And alternating so forth.
7. Patch cords shall be of 8" and 12" lengths as required.
8. These are Category 6A, yellow (or other color as required), tangle-free latch as manufactured by Panduit (or approved equivalent).
9. SBCUSD IT Representative may request the contractor to remove existing Category 5e patch panels, and replace with new 1U 48-port discrete modular patch panel as manufactured by Panduit (or equivalent).
 - a. A wrap around drop ID label is to be installed on all cables approximately 6" from the point of termination
 - b. The cables are to be removed from the patch panel.
 - c. The new patch panels are to be installed.
 - d. The existing cables are to be re-terminated, tested, and warranted.
 - e. The warranty shall meet or exceed minimum Category 5e standards, and be provided by a single manufacturer even though multiple manufactures' products are utilized within the link.
 - f. The warranty shall be through the same manufacturer as the Category 6A systems utilized elsewhere in the project.
 - g. Existing old patch cords are to be replaced with new 8" or 12" Cat6A lengths as required, and in the proper color standard (TBD on a case by case basis).
10. All cabinets/racks are to be labeled as indicated on the Construction Drawings even if it requires removing an existing label and replacing it with the new one.
11. All cabinets, new and existing, shall be equipped with a working cooling fan. If the cooling fan does not operate correctly, then it is to be replaced with a new fan as manufactured by Southwest Data Products (or approved equivalent).
12. All cabinet redress work must be completed in such a manner as all connections are operational for school days, even if the work requires more than one evening. In the event work requires school day down time, the contractor is to advise the SBCUSD IT Representative.
13. Ensure front AND back cabinet locks are operating properly and are keyed to CH751.
14. In the instances of removal of an existing cabinet and replacement with a new cabinet, all preceding items in this specification section shall apply.

II.C.14 Cabinets Labeling

A. All cabinets/racks, new and existing are to be labeled consistent with the Construction Drawings.

II.C.15 Hinged wall brackets

A. Brackets shall be utilized in the same U space as the patch panel--1U panel, 1U bracket, as manufactured by Panduit (or approved equivalent).

B. Brackets shall be utilized only when identified by the SBCUSD Construction Documents as required for a specific application.

II.C.16 System Testing and Certification

A. All components shall be inspected before installation to ensure the correct item is being installed and the component appears to be without flaws.

B. Any defect or system failure shall be corrected by the vendor prior to request for final inspection.

C. Testing equipment shall be calibrated no less than twelve months prior to the date of testing. Proof of certification is to be available to the SBCUSD IT Representative upon request.

D. Test results shall automatically be calculated and evaluated by the testing equipment, utilizing the most current performance and testing standards and the manufacturer's system performance published statistics. Test results shall be provided within three calendar weeks of final inspection completion in an electronic format that does not require special software to review.

E. All site wide cabling project sign-offs must include testing results for all horizontal fiber runs and all horizontal copper runs performed per site, and that testing documentation must be attached to project sign off requests.

F. Copper system

1. Testing shall be compliant with the most recent Level III requirement for Category 6 testing. Level IIe requirements shall be met for all Category 5e testing.

2. Testing shall be directional, swept-frequency for the following:

a. Attenuation

b. Wire map

c. Attention to Crosstalk Ratio

d. Pair-to-Pair NEXT loss

e. PSNEXT loss

f. Return loss

g. Pair-to-pair ELFEXT

h. PSELFEXT

i. ANEXT

j. Propagation delay

k. Delay skew

l. Cable length

3. Contractor shall provide documentation to the SBCUSD IT Representative identifying the cable manufacturer's published Nominal Velocity of Propagation (NVP).

G. Fiber system

1. All fiber optic cable testing shall be performed on all multi-mode and single mode fibers, newly installed, re-terminated, or relocated.

2. Power meter testing shall provide system loss measurements at 850nm for MMF and both the SMF 1310 nm and 1550 nm windows in one direction.

3. Maximum system insertion loss shall not exceed 6dB.

4. OTDR testing is only required in the event an existing multi-mode or single mode fiber optic cable fails the power meter tests and troubleshooting is required to determine the cause.

H. Cleanup

1. All work areas should be cleaned of construction debris and left as found. Any ceiling tiles removed must be reinstalled and any damaged ceiling tiles must be repaired or replaced. Any moved furniture needs to be returned to the original locations.

II.D Warranty

1. Vendor shall warrant all workmanship for a minimum of one year after date of final inspection.

2. Vendor shall also facilitate a manufacturer's system warranty certificate for the copper cabling system and fiber optic cabling system for a minimum of 25 years as offered by Panduit (or approved equivalent), and provide documentation in support thereof.

3. The warranty shall be applied to all current and future applications designed to run on the designated link or channel classification as defined in the Commercial Building Telecommunications Cabling Standards.

4. The warranty shall include all individual components and the performance thereof to meet the manufacturer's requirements as a component of the warranted system.

5. The warranty shall guarantee Category 6A system performance including previously identified headroom, Category 6 where applicable, or Category 5e performance where applicable.

6. It is quite possible that circumstances will arise within the SBCUSD which will require termination of a new Category 6A cable to an existing patch panel from another manufacturer. The contractor is to consult with the SBCUSD I representative prior to installation of any components or termination of cabling. It is a requirement of the contractor to facilitate a full manufacturer's 25-year system warranty, at the lowest component performance level, as offered by Panduit (or approved equivalent) when such instances occur.

7. It is also quite possible that circumstances will arise within the SBCUSD which will require the relocation of existing cabling. It is a requirement of the contractor to facilitate a full manufacturer's 25-year system warranty, at the lowest component performance level, as offered by Panduit (or approved equivalent) when such circumstances occur.
8. SBCUSD understands that manufacturers cabling system warranties may not include patch cords of lengths less than one meter. In these instances, SBCUSD will accept a link warranty in lieu of a channel warranty.
9. SBCUSD remedy of any warranty claim shall be through a single point of contact.

II.E Documentation

1. Cabling contractor must provide AutoCAD diagrams also attached to project sign off requests showing the entire site layout (top down) and all known conduit (whether they used it or not), with notes stating what fiber and/or copper runs are in what conduit pathways, where the building entrance point is for each run, and where each building network concentration point is (MDF or IDF) and where all the horizontal copper cabling runs are in the buildings to each AP location (classrooms, etc.).
2. All final AutoCAD drawings must be completed and presented to the District within 5 business days after cabling is done for a site walk prior.

Pathway Specification

III.A Conduits

1. Metallic conduit and tubing shall be manufactured under the supervision of an U.L. or another such factory inspection and label service program, as manufactured by Western Tube (or approved equivalent). Each 10-foot length of conduit and tubing shall bear the U.L. or other such label and the manufacturer's name.
2. Conduits shall consist of GRC (galvanized rigid conduit) and EMT (electrical metallic tubing). GRC is to be utilized in any outside or wet areas, and areas where the conduit is exposed and less than 6' AFF.
3. All GRC shall be rigid steel, heavy wall, zinc coated, with an inside and outside protective coating manufactured in accordance with ANSI C80.1.
4. All GRC fittings shall be threaded type, as manufactured by RACO (or approved equivalent). No die cast or screw-type fittings shall be allowed.
5. All EMT conduit fittings shall be compression type and manufactured in accordance with ANSI C80.3, as by RACO (or approved equivalent). No screw-type fittings shall be allowed.
6. LB-type, 90° covered fittings, are not allowed.
7. Liquid-tight flexible metal conduit shall be galvanized heavy wall, flexible locked steel strip construction, UV rated, with smooth moisture and oil-proof, abrasion-resistant, extruded plastic jacket, as manufactured by OZ Gozney (or approved equivalent).
8. Conduits shall be supported at a minimum of two points per 10' piece.

9. Supports may be strut hardware, as manufactured by Unistrut (or equivalent), or conduit straps, as manufactured by Western Tube (or approved equivalent). In instances where a trapeze support system is required, the system shall be supported by ceiling mounted threaded steel rods shall be utilized--3/8" rod required for conduits 2" and smaller, and 1/2" for conduits over 2".
10. Conduits shall not include more than two (2) aggregate 90° sweeps between pull boxes, or other such pathway device.
11. Bend radius of any conduit shall not exceed 6 times the inside diameter of the conduit for trade sizes under 2", and 10 times the inside diameter of the conduit for trade sizes 2" and greater.
12. Conduit fill rates shall not exceed 40% for new construction and 50% for existing pathways.
13. A fill rate of 80% is allowed for straight sleeves (with no bends) under 24" in length if approved by the SBCUSD IT Representative.
14. Conduits shall extend a minimum of 4" above floor level when entering from underground.
15. Any conduit exposed, shall be installed parallel or perpendicular to the building. The location of such conduit shall be approved by the SBCUSD Maintenance and Operations Department. The SBCUSD IT Department will meet with the Maintenance and Operations Department in advance of construction commencement to obtain approval.
16. Conduits shall not be installed underneath breezeways or eaves areas between buildings without specific approval by the SBCUSD Maintenance and Operations Department.
17. All metallic pathways shall be appropriately bonded to building ground.
18. Underground pathways shall be of a minimum Schedule 40 PVC, as manufactured by Carlon (or approved equivalent) and adhere to the same bend radii and fill ratio requirements as GRC and EMT.
19. A GRC riser to underground transition shall occur at the same depth as the underground conduit installation.
20. Manufactured bend/elbow fittings shall be utilized. No attempt to bend underground conduit in the field shall be allowed.
21. Innerduct pathway, as manufactured by Carlon (or approved equivalent) shall be utilized as specifically located on the construction drawings. Plenum rated innerduct for exclusive indoor use shall be required. OSP rated innerduct for exclusive outdoor use shall be required and for instances where the innerduct enters a building for no more than 50'. Indoor/outdoor rated innerduct shall be required for instances where the innerduct will enter a building for more than 50'.
22. The innerduct pathway can be supported in various methods, but never by string, cable ties, etc.
23. No sharp edges shall exist at ends of the innerduct. All factory and/or field cut ends shall be smooth.

III.B Basket Trays/Wire Ways

SBCUSD does not anticipate the requirement to install any basket tray or wire ways.

III.C J-hooks/Cradles

The vast majority of ceilings within the SBCUSD are of drop-type construction. A Cradle pathway, as manufactured by Tomarco (or approved equivalent) is the most economic choice in most instances.

1. J-hook/Cradle hardware shall be installed via wall mounting, beam brackets, ceiling mounted stringers. At no time shall j-hooks/cradles be attached to drop-type ceiling structures, supports, or suspension wiring.
2. The number of cables installed in a particular j-hook/cradle device shall not exceed manufacturer's maximum fill ratio. The pathway contractor shall coordinate with the SBCUSD IT Representative to confirm the correct j-hook/cradle size to be utilized.
3. The maximum distance between j-hook/cradle devices shall not exceed 4'.
4. J-hook/cradle hanger cable surfaces must have rounded edges that will not damage or deform the cable sheath(s).

III.C Pull Boxes

Pull boxes shall be installed at the locations identified on the construction drawings.

1. NEMA 1 rated pull boxes, as manufactured by Hoffman (or approved equivalent) shall be installed inside the buildings.
2. NEMA 3R rated pull boxes, as manufactured by Hoffman (or approved equivalent) shall be installed outside the buildings or in wet areas.
3. Pull boxes can be mounted via screws, bolts, or on strut supports.
4. Pull boxes sizes shall be a depth no less than twice the diameter of the largest conduit to be installed, a width and height to be six times the diameter of the largest conduit.
5. The specific size and NEMA rating will be identified on the construction drawings.

III.D Surface Mount Raceway

Wiremold 5400 (or approved equivalent plastic raceway) divided raceway shall be installed for all computer labs and will also be utilized for workstation drops where there is no current presence of sufficient electrical power. Equivalency shall be determined by the SBCUSD Maintenance and Operations Department.

1. SBCUSD has standardized on Panduit LP3 plastic raceway for single cable, non-electrical installations. SBCUSD will consider equivalents.
2. The surface mount raceway shall be installed in accordance with manufacturer's requirements.
3. Fill ratios shall be in accordance with manufacturer's published information.
4. The divided raceway electrical channel shall be located closest to the floor when installed horizontally.
5. The specific locations of the raceway shall be identified on the construction drawings.
6. In the case of cabling entering from outside, the surface mount raceway shall be of metal construction and appropriately bonded. Therefore, Wiremold 5400 and Panduit LP3 do not qualify. In these cases, Wiremold 2400 (or equivalent metallic raceway) shall be installed.
7. Any surface mount raceway that needs to be screwed onto walls must first be signed off by the SBCUSD Safety office for the presence of lead paint and/or asbestos materials. Contractors are not to penetrate unknown walls without prior approval! Once that sign off (or remediation) is completed, the location of the raceway must still have a double-sided foam tape pad placed over the screw location(s) to contain and prevent any wall material from "leaking" out. Alternatively, use no screws and only double-sided foam tape to adhere the raceway to the walls.

III.E Bushings

Plastic insulation bushings, as manufactured by Crouse-Hinds (or equivalent) shall be installed at all connecting points of fittings, conduits, sleeves, etc.

1. At no point shall a sharp or unprotected pathway edge be left uncovered with an insulation bushing.
2. Some repair or upgrade of existing sleeves/pathways will require installation of a split bushing since cables are already installed.

III.I Access Points and Outside Antennas

1. The vast majority of the Access Points shall be installed on drop ceilings via an application specific clip. In these cases, the terminated jack, surface mount box, and patch cord shall be placed on the same ceiling tile immediately above the installed Access Point. There are environments at some sites where the areas above the drop ceilings are not conducive to placing the connectivity items directly on the ceiling tile. In these instances, a mounting bracket such as manufactured by TerraWave (or approved equivalent such as Oberon) shall be used for connectivity item mounting.
2. A number of Access Points shall be installed on hard surface walls. In these instances, a wall mount Access Point bracket or “doghouse”, such as manufactured by Precision Enclosure Solutions (PES) (or approved equivalent such as Oberon) shall be utilized. Indoor APs with built-in antennas shall always be mounted horizontally and never vertically!
3. The appropriate pathway (conduit or surface mount raceway) shall be identified on the construction drawings. A machined chase nipple with locking rings and plastic bushings shall act as a transition from the pathway to the bracket.
4. At a number of sites, an outside plant antenna is to be utilized.
5. In these cases, an outside plant antenna enclosure, as manufactured by TerraWave (or approved equivalent), shall be utilized.
6. The enclosure is to be treated in all respects like a pull box and painted (with non-metallic paint) to match the outside wall color for theft and/or vandalism reduction purposes.

III.J Painting

Any exposed conduit, pull boxes, and associated hardware shall be painted to match the décor of the wall(s) the pathway is mounted on. Surface mount raceways are not to be painted.

EXHIBIT B – SBCUSD Locations & Addresses

District Buildings

Board of Education (BOE)	777 North F Street, San Bernardino, CA 92410
Enrollment & Placement Services	700 North F Street, San Bernardino, CA 92410
Facilities, Maintenance & Operations	956 West 9th Street, San Bernardino, CA 92411
Nutrition Services	1257 Northpark Boulevard, San Bernardino, CA 92407
Páxam Páxam Welcoming Center	746 North E Street, San Bernardino, CA 92410
Personnel Commission, SBCUSD	1525 West Highland Avenue, San Bernardino, CA 92411
Printing Services	871 North J Street, San Bernardino, CA 92411
Professional Development Center (PDC)	4030 Georgia Boulevard, San Bernardino, CA 92407
West Highland Administration Annex (WHAA)	1535 West Highland Avenue, San Bernardino, CA 92411

Elementary Schools

Ramona-Alessandro	670 Ramona Avenue, San Bernardino, CA 92411
Anton	1501 Anton Court, San Bernardino, CA 92404
Arrowhead	3825 North Mountain View Avenue, San Bernardino, CA 92405
Barton	2214 Pumalo Street, San Bernardino, CA 92404
Belvedere	2501 Marshall Boulevard, Highland, CA 92346
Bradley	1300 Valencia Avenue, San Bernardino, CA 92404
Brown	2525 North G Street, San Bernardino, CA 92405
Cole	1331 Cole Avenue, Highland, CA 92346
Cypress	26825 Cypress Street, Highland, CA 92346
Davidson	2844 Davidson Avenue, San Bernardino, CA 92405
Del Rosa	3395 Mountain Avenue, San Bernardino, CA 92404
Dominguez	135 S. Allen Street, San Bernardino, CA 92408
Emmertton	1888 Arden Avenue, San Bernardino, CA 92404
Fairfax	1362 Pacific Street, San Bernardino, CA 92404
Gomez	1480 West 11th Street, San Bernardino, CA 92411
Harmon	4865 North State Street, San Bernardino, CA 92407
Henry	1250 West 14th Street, San Bernardino, CA 92411
Highland-Pacific	3340 Pacific Street, Highland, CA 92346
Hillside	4975 North Mayfield Avenue, San Bernardino, CA 92407
Holcomb	1345 West 48th Street, San Bernardino, CA 92407
Hunt	1342 Pumalo Street, San Bernardino, CA 92404
Inghram	1695 West 19th Street, San Bernardino, CA 92411
Jones	700 North F Street, San Bernardino, CA 92410
Kendall	4951 North State Street, San Bernardino, CA 92407
Kimbark	18021 West Kenwood Avenue, San Bernardino, CA 92407
Lankershim	7499 Lankershim Avenue, Highland, CA 92346
Lincoln	255 West 13th Street, San Bernardino, CA 92405
Lytle Creek	275 South K Street, San Bernardino, CA 92410
Marshall	3288 North G Street, San Bernardino, CA 92405
Monterey	794 East Monterey Avenue, San Bernardino, CA 92410
Mt. Vernon	1271 West 10 th Street, San Bernardino, CA 92411
Muscoy	2119 Blake Street, San Bernardino, CA 92407
Newmark	4121 North 3rd Avenue, San Bernardino, CA 92407
North Park	5378 North H Street, San Bernardino, CA 92407
North Verdemon	3555 West Meyers Road, San Bernardino, CA 92407
Norton	747 North Mountain View Avenue, San Bernardino, CA 92401
Bonnie Oehl	2525 Palm Avenue, Highland, CA 92346
Palm Avenue	6565 Palm Avenue, San Bernardino, CA 92407

Parkside	3775 North Waterman Avenue, San Bernardino, CA 92404
Riley College PREP Academy	1266 North G Street, San Bernardino, CA 92405
Rio Vista	1451 North California Street, San Bernardino, CA 92411
Roosevelt	1554 North Garner Avenue, San Bernardino, CA 92411
Manuel A. Salinas	2699 North California Street, San Bernardino, CA 92407
Thompson	7401 Church Avenue, Highland, CA 92346
Urbita	771 South J Street, San Bernardino, CA 92410
Vermont	3695 Vermont Street San Bernardino, CA 92407
Warm Springs	7497 Sterling Avenue, San Bernardino, CA 92410
Wilson	2894 Belle Street, San Bernardino, CA 92404
Bing Wong	1250 East 9th Street, San Bernardino, CA 92410

Middle Schools

Arrowview	2299 North G Street, San Bernardino, CA 92405
Chavez	6650 North Magnolia Avenue, San Bernardino, CA 92407
Curtis	1050 North Del Rosa Avenue, San Bernardino, CA 92410
Del Vallejo	1885 East Lynwood Drive, San Bernardino, CA 92404
Golden Valley	3800 North Waterman Avenue, San Bernardino, CA 92404
King	1250 North Medical Center Drive, San Bernardino, CA 92411
Paakuma' K-8	17825 Sycamore Creek Loop Parkway, San Bernardino, CA 92407
Richardson PREP HI	455 South K Street, San Bernardino, CA 92410
Rodriguez PREP	1985 Guthrie Street, San Bernardino, CA 92404
Serrano	3131 Piedmont Drive, Highland, CA 92346
Shandin Hills	4301 Little Mountain Drive, San Bernardino, CA 92407

High Schools

Arroyo Valley	1881 West Base Line Street, San Bernardino, CA 92411
Cajon	1200 West Hill Drive, San Bernardino, CA 92407
Indian Springs	650 North Del Rosa Drive, San Bernardino, CA 92410
Middle College	1260 West Esperanza Street, San Bernardino, CA 92410
Pacific	1020 Pacific Street, San Bernardino, CA 92404
San Andreas	3232 Pacific Street, Highland, San Bernardino, CA 92346
San Bernardino	1850 North E Street, San Bernardino, CA 92405
San Gorgonio	2299 Pacific Street, San Bernardino, CA 92404
Sierra	570 East 9th Street, San Bernardino, CA 92410

Other Schools

Alternative Learning Center	3236 Pacific Street, Highland, CA 92346
Anderson	24302 East 4th Street, San Bernardino, CA 92410
Inland Career Education Center	1200 North E Street, San Bernardino, CA 92405
Virtual Academy	1885 East Lynwood Drive, San Bernardino, CA 92404

Child Development

Allred Child Development Center	303 South K Street, San Bernardino, CA 92410
Arroyo Infant/Toddler Center	1881 West Base Line Street, San Bernardino, CA 92411
Cajon Infant/Toddler Center	1200 West Hill Drive, San Bernardino, CA 92407