



Request For Proposals

B2026-04 For *Network Switching Equipment (E-Rate) RFP*

**Submittal Due on or Before:
3:00:00 PM PST on Friday, December 12, 2025**

**Deliver or Mail To:
San Dieguito Union High School District
Attn: Purchasing Department
710 Encinitas Blvd.
Encinitas, CA 92024**

For Additional Information email:

e-rate@sduhsd.net

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***Must be completed in their entirety, signed and returned with your proposal package.**

It is the vendor's responsibility to check the USAC website: <https://www.usac.org/e-rate/> and the District's website: <https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html> for any addenda.

NOTICE OF REQUEST FOR PROPOSAL (RFP)

NOTICE IS HEREBY GIVEN that the San Dieguito Union High School District of San Diego County, California, acting by and through its Board of Education, hereinafter referred to as the District, will receive up to, but not later than, **3:00:00 PM PST on Friday, December 12, 2025**, sealed proposals for the award of a contract for:

B2026-04 Network Switching Equipment E-Rate RFP

Each proposal must conform and be responsive to this Notice of Request for Proposal, the Information for Proposers, the Specifications, and all other documents comprising the pertinent contract documents.

Copies of the RFP documents are now on file and may be obtained via direct download from the District's website: <https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html> or in the Form 470 or by emailing e-rate@sduhsd.net.

The District intends to obtain maximum funding discounts under the Federal Communications Commission's E-Rate program for eligible services procured as a result of this RFP. Qualified vendors must provide a Service Provider Identification Number (SPIN) and Federal Registration Number (FCC-FRN) with the proposal, and vendors must be willing to accept payment and provide billing per the terms of the E-Rate program. The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-Rate. If E-Rate is not 100% funded or if is not in the best interest of the District, the District reserves the right to reject or extend either part of, or the entire, proposal.

Sealed proposals shall be received at the location specified below, and shall be opened at the stated time and place:

**San Dieguito Union High School District
Purchasing Department
Attn: Laura Medina, Contracts Analyst
710 Encinitas Blvd.
Encinitas, CA 92024**

Date of Opening: **Friday, December 12, 2025**

Time of Opening: **3:00:00 PM PST**

Responses must be sealed and clearly marked "B2026-04 Network Switching Equipment E-Rate RFP". Facsimile or electronic copies of the proposal will not be accepted. It is the proposer's responsibility to ensure its proposal is received in the Purchasing Department by the date and time specified above. Any proposal that is received in the Purchasing Department after this date and time shall be deemed non-responsive and returned to the proposer unopened.

All required forms must be completed, signed, and returned with the proposal. The Contract, if awarded, will be based on the evaluation criteria identified in the proposal documents, with price being the most heavily weighted criteria.

It is the expectation of the District to execute the contract included in the Bid documents. **No modifications/additions to the contract will be allowed.**

The District reserves the right to reject any or all proposals, to accept or reject any one or more

items of a proposal, or to waive any irregularities or informalities in the proposals or in the proposal process.

The District reserves the right to extend the due date by one week and request proposal responses if no proposals are received by the original due date.

No proposer may withdraw its proposal for a period of sixty (60) days after the date set for the receipt of proposals. In the event of identical proposals, the District may determine by lot which proposal shall be accepted per Public Contract Code § 20117.

The San Dieguito Union High School District is committed to providing equal educational, contracting and employment opportunity to all in strict compliance with all applicable state and federal laws and regulations.

San Dieguito Union High School District
San Diego County, California

Publication: The Daily Transcript
Publication Dates: November 7, 2025 and November 14, 2025

INFORMATION FOR PROPOSERS

The District is requesting proposals from qualified Vendors who meet or exceed the requirements stated within the proposal. The District plans to apply for E-Rate funding under this contract and as such requires all vendors participating in this opportunity to be registered with the Universal Service Administration Company, Schools and Libraries Division, E-Rate Program, prior to proposal submission. Vendor must maintain active status throughout the term of the contract.

TERM: The District is requesting that the selected vendor enter into a one-year contract for E-Rate eligible equipment with the option to extend the contract on an annual basis if mutually agreed upon and determined to be in the best interest of the district. The District requests an initial contract term of July 1, 2026 through September 30, 2027 with the option to extend for 2 additional one-year terms.

TIMELINE

Initial RFP Posting & Official Notice:	Friday, November 7, 2025
RFP Questions Due from Proposers before:	Tuesday, December 2, 2025 by 2:00 PM PST
Last Date District Will Respond to Questions:	Friday, December 5, 2025
RFP Responses Due:	Friday, December 12, 2025 @ 3:00:00 PM PST
Selection Made/Notice of Intent to Award	Friday, December 19, 2025
Board Award/Approval:	Thursday, January 22, 2026*

*** Tentative. Subject to change at District's discretion.**

QUESTIONS CONCERNING RFP

Any questions pertaining to this RFP are to be directed **via e-mail only** to e-rate@sduhsd.net. Questions must be received no later than 2:00:00 PM PST on Tuesday, December 2, 2025. All questions and inquiries regarding this RFP will be answered via addendum and will be posted on the USAC'S <https://www.usac.org/e-rate/> website under the relevant Form 470 and the District's website: <https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html>. Questions received after 2:00:00 PM PST on Tuesday, December 2, 2025 **will NOT be addressed**.

NUMBER OF COPIES

Each vendor must submit one (1) original "hard" copy and one electronic copy (.pdf) on a "thumb drive" of its proposal to the District.

All proposals must be returned to the San Dieguito Union High School District – Purchasing Department, 710 Encinitas Blvd, Encinitas, CA 92024 by 3:00:00 PM PST on December 12, 2025, no exceptions. All proposals must be returned in a sealed envelope. The envelope must identify the RFP Number and Name, Opening Date and Time and Company Name. Proposals sent via express mail must have proposal documents enclosed in an interior envelope and must identify the RFP Number and Name, Opening Date and Time, and Company Name.

PREPARATION OF PROPOSAL FORM

Prepare your proposals on the form attached to be submitted at such time and place as is stated in the Notice of Request for Proposal. All blanks in the Proposal Form must be appropriately filled in, and all prices must be stated in figures. All proposals must be submitted in sealed envelopes

bearing on the outside the name of the proposer, his address, and the name of the project for which the proposal is submitted. It is the sole responsibility of the proposer to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the proposer unopened with the following exception; the District reserves the right to extend the due date by one week and request proposal responses if no proposals are received by the original due date.

Encyclopedic proposals which do not specify the products or services that will meet the scope and requirements specified may be disqualified.

BRAND NAMES AND NUMBERS

1. Brand names and numbers when given in Specifications are for reference. Proposals on equivalent items will be considered provided the proposal clearly describes the article offered and it is equivalent in quality and utility. If a Vendor chooses to quote another manufacturer than is preferred, please provide supporting documentation with your RFP response demonstrating its functional equivalency.
2. State brand and model on each item. If proposing other than the make, model, or brand specified in the specifications, state the item offered by the manufacturer's name and model number. Unless the proposer clearly indicated in his proposal that he is offering an "equal" product, his proposal shall be considered as offering the brand name product referenced in the invitation for proposals.

The vendor must meet or exceed minimum qualification requirements as described herein. All submitted proposals must provide, at a minimum, all requested information contained within the proposal package. Any portion not included in the proposal may be cause for rejection by the District. The information should be organized as indicated in the proposal requirements. The District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the specifications.

PROPOSE SEPARATELY

Propose on each item separately. Prices should be stated in units specified in Specifications. If standard packaging is not consistent with proposal, so indicate on Specifications.

SIGNING OF PROPOSALS

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

QUALIFICATIONS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

All proposers may be required to furnish evidence of their technical ability, experience, and financial responsibility. No proposal will be accepted from, or a contract awarded to, any party or firm in arrears to the District, or who is a defaulter as surety, vendor or otherwise within the past twelve (12) months.

AWARD OR REJECTION OF PROPOSALS

Proposals will be evaluated and a Contract will awarded based on the following criteria:

- | | |
|--|-----|
| a. E-Rate Eligible Cost: | 40% |
| b. Methodology and Service Level: | 30% |
| (cost of change, technology, account support team) | |
| c. Experience, Financial Soundness, | 25% |
| (experience with District, or references) | |
| d. Experience with E-Rate Program | 5% |

The Governing Board of the San Dieguito Union High School District, however, reserves the right to reject any/or all proposals, to accept or reject any one or more items of a proposal, and to waive any informality or irregularity in the proposals or in the proposal process. If a proposal fails to conform to requirements set forth in the Notice of Request for Proposal, or any of the other Contract Documents (including, without limitation, if the District determines that the proposal is unintelligible, internally inconsistent or ambiguous), the District may reject the proposal as not responsive to the Notice of Request for Proposal. The District may, but is not required to, seek information from any vendor that may resolve an ambiguity in the vendor's proposal.

ALTERATION OR VARIATION OF TERMS

It is mutually understood and agreed that no alteration or variation of the terms of this proposal or purchase order shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

It is the expectation of the District to execute the contract included in the RFP documents. No modifications/additions to the contract will be allowed.

ASSIGNABILITY

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

WARRANTY

Vendor warrants to the District, that the goods and/or services covered by this order will conform to the specifications, samples, description, and time provisions furnished by the District, and will be of first class material and workmanship and free from defects; and the District, reserves the right to cancel the unfilled portion of this order without liability to vendor for breach of this warranty. Goods will be received subject to inspection and acceptance at destination by the District, and risk of loss before acceptance shall be on vendor. Defective goods rejected by the District, may without prejudice to any other legal remedy, be held at vendor's risk and returned at vendor's expense. Defects are not waived by acceptance of goods or by failure to notify vendor thereof.

COMPLIANCE WITH STATUTE

Vendor hereby warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the sale and delivery of the property furnished.

RIGHTS & REMEDIES FOR DEFAULT

1. In the event any item furnished by the vendor in the performance of the contract or purchase order shall fail to conform to the specifications thereof, or the same submitted by the vendor with his proposal, the District may reject the same, and it shall thereupon become the duty of the vendor to reclaim and remove the same forthwith, without expense to the District and immediately to replace all such rejected items with others conforming to such specifications or samples; providing that should the vendor fail, neglect, or refuse to do so. The District shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items to deduct from any moneys due to that, may thereafter become due the vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the District. In the event the vendor shall fail to make prompt delivery as specified of any item, the same condition as to the rights of the District, to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God, or the government.

2. Cost of inspection of materials and/or services provided which do not meet specifications will be at the expense of the vendor.

3. The rights and remedies of the District provided above shall be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this proposal are considered valid for the specified E-Rate year, unless the offering party in writing allows for a longer period of time.

MODIFICATIONS

Changes in or additions to the Proposal Form, recapitulations of the work proposal upon alternative proposals, or any other modifications of the Proposal Form which is not specifically called for in the contract documents may result in the rejection of the proposal as not being responsive to the proposal. No oral or telephonic modification of any proposal submitted will be considered.

ERASURES

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

WITHDRAWAL OF PROPOSAL

Proposers may withdraw their proposal either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of proposals.

INTERPRETATION OF DOCUMENTS

If a proposer for the proposed contract is in doubt as to the meaning of any part of the specifications, or other contract documents, or finds discrepancies in, or omissions from specifications, proposer may submit to e-rate@sduhsd.net a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the RFP documents will be made only by addenda duly issued and posted on USAC'S <https://www.usac.org/e-rate/> website under the relevant Form 470 and the District's website: <https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current->

[Bids/index.html](#). No oral interpretation of any provision in the contract documents will be made to any proposer.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a proposer, or that has quoted prices or materials to a proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers or making a prime proposal.

EVIDENCE OF RESPONSIBILITY

Upon the request of the District, a proposer whose proposal is under consideration for award shall submit promptly to the District's satisfaction evidence showing the proposer's financial resources, experience, and organization for the performance of the contract.

SUBMISSION OF PROPOSALS TO PUBLIC PURCHASING BODY; AGREEMENT TO ASSIGN

In submitting a proposal to a public purchasing body, the proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer.

PUBLIC KNOWLEDGE

All information submitted to the District as part of this RFP is to be considered public knowledge and will be subject to The Public Records Act or any other applicable laws.

ANTI-DISCRIMINATION

1. The proposer shall not discriminate in its employment with regard to race, religion, creed, sex, national origin, or handicap; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it demonstrates the principle of equal opportunity in employment.
2. The proposer shall sign the enclosed "Certificate of Nondiscrimination by Seller" form and submit it with the proposal.

HOLD HARMLESS: The successful vendor agrees to defend and hold harmless the District, its Governing Board, officers, directors, agents, employees, and independent contractors, individually and collectively, from and against all costs, expenses, losses, claims, demands, suits actions, payments, judgments (including legal and attorney fees), or other liabilities of any nature, arising from death, personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above-named persons that (a) occur in connection with the performance of the professional services set forth herein by the successful vendor or any of its officers, employees, agents, or subcontractors; or (b) arise from any act, omission, or breach by the successful vendor or any of its officers, employees, agents, or subcontractors in connection with the professional services set forth herein. The successful vendor further agrees to provide a Certificate of Insurance for liability coverage and limits acceptable to the District.

SPECIFICATIONS AND PROPOSAL FORM

SPECIFICATIONS

The District is seeking *network switches*. ***Installation services are NOT requested.***

Purchases may commence on 07/01/2026 or later, through 09/30/2027. No billing or payment can be made before 07/1/2026. The District prefers SPI Method of E-Rate Reimbursement.

On the pricing sheet, the vendor must include eligible and ineligible costs. Product must be equivalent to product listed.

Include any taxes, fees, surcharges, and delivery fees to zip code 92075.

The quantities are estimates. Vendors must outline the ability to add new equipment.

Vendor must describe their financial soundness and also include their experience with School Districts and the E-Rate program.

Pursuant to, and in compliance with, the Instructions and Conditions and all other documents related thereto, the undersigned, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, and with the specifications and other contract documents, hereby proposes and agrees to provide and furnish any and all of the equipment required in connection with this RFP.

If a Service Provider chooses to propose another manufacturer than is preferred, please provide supporting documentation with your proposal response demonstrating its functional equivalency. Vendor shall certify that it is a Manufacturer Authorized Channel Partner as of the date of the submission of their offer, and that it has the certification/specialization level required by Manufacturer to support both the product sale and product pricing, in accordance with the applicable Manufacturer certification/specialization requirements.

Unless otherwise specified, Vendor shall warrant that the products are new, in their original box. The Vendor confirms to have sourced all Manufacturer products submitted in this offer from Manufacturer or through Authorized Channels only, in accordance with all applicable laws and policies at the time of purchase.

Vendor shall provide the District with a copy of the End User license agreement and shall warrant that all Manufacturer software is licensed originally to the District as the original licensee authorized to use the Manufacturer Software.

In the event there are questions pertaining to the validity of the products, the District reserves the right to verify the origin of the products with the manufacturer. In the event the products have been acquired from un-authorized channels, the District further reserves the right to reject the Vendor proposal and/or return the products for a full refund.

PROPOSAL FORM

Manufacturer (Or Equivalent)	Part Number (Or Equivalent)	QT Y	UNIT COST: E-RATE ELIGIBLE	UNIT COST: E-RATE INELIGIBLE	EXTENDED E-RATE ELIGIBLE COST
Juniper	EX4400-48MP	125	\$	\$	\$
Juniper	S-EX-S-C3-1M1-C-E	125	\$	\$	\$
Juniper	SFPP-10G-SR-C	120	\$	\$	\$
Juniper	CBL-PWR-C15M- HITEMP-US	150	\$	\$	\$
Juniper	SFPP-10G-LR-C	30	\$	\$	\$
Juniper	QSFP-100G-DAC- 50CM	60	\$	\$	\$
Juniper	JNP-100G-DAC-1M	10	\$	\$	\$
Juniper	JNP-100G-DAC-3M	6	\$	\$	\$
Juniper	EX4400-EM-4S	73	\$	\$	\$
Juniper	JPSU-2000-C-AC- AFO	125	\$	\$	\$
Delivery Fees, Surcharges and Other Miscellaneous Charges			\$	\$	\$
Tax (8.75%)			\$	\$	\$
Totals			\$	\$	\$

Service Provider acknowledges that it is following FCC Order FCC 19-121, which bars the use of USF subsidies to fund equipment, components, and services from covered companies, their parents, affiliates and subsidiaries, deemed to be a national security risk.

**NO QUOTE IS VALID UNLESS SUBMITTED ON THIS FORM AND SIGNED BY
AUTHORIZED AGENT FOR YOUR COMPANY.**

SUBMITTED BY:

FIRM NAME: _____

FIRM NAME: _____

ADDRESS: _____

CITY & ZIP: _____

TELEPHONE: _____ EMAIL: _____

USAC SPIN NUMBER: _____

FIRM NAME AS REGISTERED WITH USAC/SLD: _____

SIGNATURE: _____ DATE: _____

(Authorized Agent)

NAME: _____ DATE: _____

(Please Print)

CERTIFICATE OF NONDISCRIMINATION BY SELLER

As a supplier of goods or services to the District, the firm listed below certifies that it does not discriminate in its employment with regard to race, religion, creed, sex, national origin, or handicap; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services (especially those serving minority communities), and the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM NAME: _____

TITLE OF OFFICER SIGNING: _____

SIGNATURE: _____

DATE: _____

NON-COLLUSION DECLARATION

(To Be Executed By Proposer and Submitted With Proposal)

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached proposal; that the attached 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 proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 202_, at

_____, California

Authority: Public Contract Code 7106
CCP 2015.5

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY
EXCLUSION**

I am aware of and hereby certify that neither _____ nor 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 proposal.

(Corporate Seal)

BY

Signature

Typed or Printed Name

Title

Date

As the awardee under this contract, 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

DRUG FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the San Dieguito Union High School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Company Name

Signature

Printed Name / Title

Date

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the San Dieguito Union High School District, a school district organized and existing under the laws of the State of California ("District"), and _____ ("Contractor") for:

B2026-04 – Network Switching Equipment eRate RFP

In consideration of the mutual covenants contained in this Agreement, the District and Contractor agree as follows:

- 1) THE CONTRACT DOCUMENTS: The complete contract consists of the following Contract Documents, which are hereby incorporated by this reference:

Notice of Request for Proposal (RFP)
Information for Proposers
Specifications and Proposal Form
Certificate of Nondiscrimination by Seller
Non-Collusion Declaration
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Drug-Free Workplace Certification
Agreement
Addenda Nos. _____, _____, _____, as issued

The Contract Documents shall include all modifications duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the "Contract Documents" or the "Contract."

- 2) CONTRACT TERM: the term of this Agreement shall commence upon execution of this agreement by all parties and shall continue through acceptance by the District of all required work and final payment to Contractor. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement. The initial term of this Agreement shall be for the period of July 1, 2026 through September 30, 2027. Upon mutual agreement by both parties (i.e., Contractor and the District), this agreement may be renewed for two (2) additional one-year terms.
- 3) SERVICES, MATERIALS AND SUPPLIES: The Contractor agrees to furnish the item or items of the stated proposal listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the Specifications and other Contract Documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said Contract before date of delivery. It is understood by the Contractor that all items or service will be promptly delivered to the District.
- 4) CONTRACT PRICE: The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including any applicable sales, use or other taxes or costs, the sum of which is based on the amounts stipulated on the accepted proposal.

- 5) **PAYMENTS.** The Contractor shall submit a detailed invoice that includes, at a minimum, the purchase order number and detailed list of the item(s) ordered, which shall also be provided at the time of delivery. District shall pay Contractor the full amount of each invoice within thirty (30) days of receipt. Contractor shall furnish District with a recap of items upon request.
- 6) **TERMINATION FOR DEFAULT:** If Contractor fails or neglects to supply or deliver any of the goods, articles, or service at the prices named in the Contract Documents, the District may, without further notice or demand, cancel and rescind this Contract or may purchase said goods, supplies, or services elsewhere, and hold Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of Contractor in performing any of the terms and conditions of this Contract. It is specifically agreed that time shall be of the essence of this Agreement.

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

- 7) **DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may, in its sole discretion, apply such withheld amount or amounts to the payment of such claims.
- 8) **EXTRA OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the District at any time during the performance of the Contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.
- b) By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and the District provides its written consent.

- 9) **TIME OF COMPLETION:** The Contractor is obligated to completely and satisfactorily perform the Contract within the time period(s) specified in the Contract Documents.
- 10) **THE DISTRICT'S INSPECTOR:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall remedy such defect in a manner satisfactory to the District.
- 11) **REMOVAL OF REJECTED ITEMS:** All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.
- 12) **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not

inserted or is not inserted correctly, then upon application of either Party the Contract shall be physically amended to make such insertion or correction.

13) **HOLD HARMLESS:** Contractor agrees to defend and hold harmless the San Dieguito Union High School District, its Governing Board, officers, directors, agents, employees, and independent contractors, individually and collectively, from and against all costs, expenses, losses, claims, demands, suits actions, payments, judgments (including legal and attorney fees), or other liabilities of any nature, arising from death, personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above-named persons that (a) occur in connection with the performance of the professional services set forth herein by the Contractor or any of its officers, employees, agents, or subcontractors; or (b) arise from any act, omission, or breach by the Contractor or any of its officers, employees, agents, or subcontractors in connection with the professional services set forth herein. The foregoing shall include, without limitation, all claims, demands, actions, liens, judgments, damages, losses, costs or expenses, or other liabilities incurred by reason of:

(i) Liability for (a) death or bodily injury to persons; (b) damage or injury to, loss (including theft), or loss of use of, any property; (c) any failure or alleged failure to comply with any provision of law or the contract documents; or (d) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work or services called for in the Contract Documents.

(ii) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with the work or services covered by the contract documents, whether said injury or damage occurs either on or off the District's property.

(iii) Any dispute between the Contractor and any Subcontractor, supplier, surety or other party, including, without limitation, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any subcontractor or material suppliers of any tier or any other person employed in connection with the work or services, and/or filing of any stop payment notice or mechanic's lien claims.

(iv) Breach of any warranty, express or implied.

(v) Failure of the Contractor or its subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement.

(vi) Products installed in or used in connection with the work or services performed.

(vii) This obligation to defend, indemnify, and hold harmless includes any actions by third parties under Labor Code section 2810.

14) **ATTORNEYS' FEES:** If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the Contract Documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.

15) **CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT:** While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor and is not an officer, employee or agent of the District.

- 16) **LICENSES REQUIRED OF THE CONTRACTOR:** The Contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.
- 17) **CONDITIONAL BID:** The District reserves the right to reject any proposal which imposes conditions or terms on purchases which were not specified in the original RFP document.
- 18) **NON-FUNDING OF ERATE:** The District's obligation to procure services provided under this Contract are contingent upon San Dieguito Union High School District receiving a fully funded E-Rate Funding Commitment Decision Letter (FCDL) for each year of eligible services. No termination liability penalties will apply if either E-Rate money discounts are denied, reduced, or discontinued.
- 19) **ON-APPROPRIATION OF FUNDS:** Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Governing Board for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.
- 20) **TERMINATION:** This Agreement may be terminated by the District upon thirty (30) days written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this Contract.
- 21) **AUTHORITY TO EXECUTE:** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.
- 22) **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Contractor, by execution of this Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date set forth above.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT CONTRACTOR

Stephen Dickinson

Associate Superintendent of Business Services

Authorized Agent

Title: _____

Date: _____

Date: _____

Board Approval Date: _____