Whittier Union High School District

BEN 143507

9401 PAINTER AVE

WHITTIER, CA 90605-2729

LOS ANGELES

WUHSD FY2027 C2 ERATE

REQUEST FOR PROPOSAL

RFP # 2027-C2-001

FCC Form 470 # 270004559

IDF Cabinet Upgrades

PROCUREMENT TIMELINE	
RFP ISSUED:	11/13/2026
MANDATORY JOB WALK:	11/23/2026, Start: 9 AM PST @ Santa Fe HS
REQUESTS FOR INFORMATION DEADLINE	12/11/2026
FINAL ADDENDUM AND RFI ANSWERS	12/18/2026
PROPOSALS DEADLINE:	1/4/2027 2 PM PST
PROJECT START DATE:	7/1/2027

Service Provider Criteria and Contract Requirements

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

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

1) **E-RATE CONTINGENCY**

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

2) **SERVICE PROVIDER REQUIREMENTS**

The District expects Service Providers to become thoroughly familiar with all rules and regulations governing the E-Rate program.

a. 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.

b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN is available 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 (FCC) Registration Number (FRN) at the time the bid 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 bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participating in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status can be found at the following website: http://www.fcc.gov/debt_collection/welcome.html.

e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1st, 2027.

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 contract 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 SLD guidelines.

h. 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.

i. 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/

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

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

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid 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). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of the lowest corresponding price.

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

4) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2027 funding year (July 1, 2027). If Category 1 services (Telecommunication Services and Internet access) begin on or shortly after July 1 of a funding year, the service provider may, in some cases, need to undertake construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, a service provider's infrastructure costs may be deemed to be delivered when the associated Category 1 services begin. That is, if services begin on July 1, the delivery of the service provider infrastructure necessary for those services can also be considered delivered on July 1. However, NO INVOICING may occur prior to July 1 of the associated Funding Year.

EARLY FUNDING CONDITIONS

Category 1
There are four conditions that must be met for USAC to provide support in a funding year for Category 1 infrastructure costs incurred before that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470, and in any event, no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365, released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).The complete text can be found at the following URL: https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/.

Category 2
There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of 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.*

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

However, NO INVOICING may occur 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 Form 474 Service Provider Invoice (SPI). The District will be responsible only for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount, as shown on the FCC Form 471, Block 5, and any identified ineligible costs. Upon successful receipt or posting of a Funding Commitment Decision Letter from the SLD, and upon submission, certification, and USAC approval of Form 486, the District shall pay only the discounted amount, beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserve the right to perform or have performed an audit of the records of the Respondent 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/COTERMINOUS EXPIRATION**

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

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

Signature:_____ **Title**:_____

Phone Number:_____ **Email**:_____

Service Provider Name: _____

Trade Names and Alternatives

For convenience of designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. Burden of proof as to the equality of any material, process, or article shall rest with the service provider. **Service Provider shall submit a request, together with substantiating data, for the substitution of any "or equal" item in the response by the closing of bids.** Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time of bid response.

Please note: All "or equal" components must not be void and must be supported by a corresponding manufacturer's warranty.

The District retains the right to be the sole judge as to whether equivalency has been proven and whether alternatives will be accepted.

Award of Contract

The District does not guarantee an award of a contract(s), and it reserves the right to select the firm(s) that it considers to be in the best interest of the District. Award of contract is contingent upon the approval of funding from the Schools and Libraries Universal Service Administrative Company ("USAC").

The District reserves the right to award none, some, or all the proposals. For instance, if a response exceeds the E-rate funding limits set by USAC, the district may choose to award only up to the E-rate funding limit, or more.

The District reserves the right to accept or reject any or all proposals, to negotiate with any or all responsible submitters, and to waive any informality in the Proposal. Firms submitting proposals shall be responsible for all expenses they incur in preparing proposals.

Request for Proposal Preparation Cost

Costs for preparing responses and any other related material are the responsibility of the VENDOR and shall not be chargeable in any manner to the DISTRICT. The DISTRICT will not be held liable for any cost incurred by VENDORS in responding to the RFP.

Order Term

District reserves the right to order quantities in any lot size or in lots of any quantity. Pricing must remain firm for the period July 1st, 2027, through September 30th, 2028. The District reserves the right to extend the intent to purchase for an additional annual term through September 30th, 2028.

Right to Reject Any and All Quotes

The District reserves the right to reject any or all quotation submittals and to waive any informalities or irregularities. The Service Provider's quotation submission is recognition of this right.

In addition, the District reserves the right to fund, proceed with the project or purchase, or not to fund, regardless of E-Rate approval.

The District reserves the right to award for some, all, or none of the products and services sought herein.

EVALUATION AND SELECTION CRITERIA

The District, in compliance with Federal Communications Commission (FCC) rules, will award to the vendor(s) providing the most cost-effective service offering. Per the Sixth Report and Order, FCC 10-175, FCC rules dictate the following:

§ 54.503 *(c)(2)(vii) All bids submitted for eligible products and services will be carefully considered, with price being the primary factor, and the bid selected will be for the most cost-effective service offering consistent with § 54.511.*

§ 54.511 Ordering Services *(a) Selecting a provider of eligible services. In selecting a provider of eligible services, schools, libraries, library consortia, and consortia including any of those entities shall carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered.*

Therefore, the District may consider factors other than price alone when evaluating bids; price for E-rate-eligible goods and services will be the primary factor considered.

SELECTION CRITERIA:

No.	Factor	Total Points Available
1	Cost of eligible goods and services	30
2	Experience with the District	25
3	Vendor quote meets district's minimum specifications	15
4	Ability to deliver service at the start of the funding year	10
5	Ability to deliver service throughout the District geographic region	10
6	References	5
7	Financial stability	5
	Total Points	100

`

Prospective Service Providers are required to submit thefollowing:

1. Three (3) references describing the Service Provider's experience with similarly scoped projects **within** a K-12 customer environment.
2. Service Provider's SPIN number.
3. Service Provider's FCC Registration Number (FRN).
4. Service Provider Criteria and Contract Requirements Signature Page.
5. Attachment A. Price and detail of services.
6. All posted addendums.

Before submitting a proposal, each Proposer must thoroughly examine specifications, the schedule, and all other related contractual documents included in the RFP, including subsequent amendments to the RFP and RFI responses. Failure to do so will be at the Proposer's risk and will not bar the Proposer's obligation to perform if a contract is awarded pursuant to this RFP.

Each Proposer shall sign the signature block of this solicitation and any addenda. The proposal must be signed in the name of the Proposer and must bear the signature of the person authorized to sign proposals on behalf of the Proposer.

Each Proposer will complete all blanks shown in any RFP forms. Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the evaluation committee and the Board of Education, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of the proposal.

The proposal submitted must not contain erasures, interlineations, or other corrections unless each correction is authenticated by signing in the margin immediately opposite the correction the name of the person signing the proposal.

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other errors in the Proposer's response to the RFP, the Vendor may withdraw its proposal as set forth herein. All such correspondence should be directed to the attention of David Bensinger, Purchasing director at the District by email erate@ghctk12.com and must be made prior to the date of the proposal opening as indicated above. Proposers may withdrawal their proposal at any time, for any reason prior to the proposal deadline.

Once submitted, a proposer may not change or adjust their proposal in any way. All submitted proposals shall be the firm's best and final proposal. Proposers may withdraw and resubmit a proposal if done so before the opening of the proposals.

Proposers are solely responsible for ensuring their proposal is free from errors or misinformation and therefore submit their proposal at their own risk. If the contract is awarded to the Proposer, the Proposer shall not be entitled to additional compensation or time by reason of any error or ambiguity in the RFP or its subsequent correction. Additionally, the vendor will be required to perform the contract in

REQUESTS FOR INFORMATION

All RFI inquiries shall be submitted via e-mail to erate@wuhsd.org by the deadline on Page 1. Reference **"WUHSD Form 470 #"** in the subject line.

All addendum(s), questions, and answers will be posted as additional RFP documents to the E-rate EPC website at https://portal.usac.org/suite/

"Follow" the Form 470 to receive all EPC updates pertaining to the Form 470.

SUBMISSION INSTRUCTIONS

All offers **shall** be submitted to the contact information below by the deadline indicated on Page 1.

Submission via Personal Delivery, Courier, or Mailed

Service Provider shall provide sealed proposals.
Two (2) paper copies and 1 digital copy are required.

Contact and Location:
Whittier Union High School District
Attn: Charles Bethel
9401 S. Painter Ave
Whittier, CA 90605

Proposals must be clearly labeled with the Title of the RFP "WUHSD IDF Upgrades Form 470 #" on the outside of the package.

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

SCOPE OF WORK

The Goal: To provide qualified vendors with the necessary information and specifications to allow them to respond with a solution that they determine best meets those requirements.

IDF Network Rack Replacements
WUHSD seeks to replace and/or install new network IDF cabinets to replace broken, non-existent, or too-small cabinets for today's network equipment.

Existing IDF Cabinets identified during the **required job walk** must be removed and properly disposed of. New IDF network cabinets/enclosures will need to be properly secured to pre-existing plywood backboards with hardware rated for the weight and use case of each specific network cabinet. Patch panels will need to be replaced or re-terminated. Any existing Cat5e patch panels will need to be replaced with new punch-down-style patch panels. Any existing Cat6 patch panels can

be reused and reinstalled in the new IDF cabinet. All patch panels will need to be relabeled to the existing naming convention. All other existing network equipment such as uninterruptible power supplies, fiber tray enclosures, and cable management trays will need to be removed and reinstalled once the cabinet upgrade is complete. All existing patch cables will need to be reconnected to the same switch ports once cabinet replacement is complete.

Required Job Walk Information:

- Start date: 11/23/2026
- Start time: 9:00 AM Pacific Time
- Start location: Santa Fe High School
- Start address: 10400 Orr and Day Rd. Whittier, CA. 90670

*** Additional IDF information and pictures can be found in Exhibit A of this document. ***

The district office address is:

Whittier Union High School District
9401 S. Painter Ave, Whittier, CA 90605

School site addresses are:

1. California High School - 9800 S Mills Ave. Whittier, CA. 90604
2. La Serna High School - 15301 Youngwood Dr. Whittier, CA. 90605
3. Pioneer High School - 10800 Benavon St. Whittier, CA. 90606
4. Santa Fe High School - 10400 Orr and Day Rd. Whittier, CA. 90670
5. Whittier High School - 12417 E Philadelphia St. Whittier, CA. 90601

IDF Cabinets Targeted for Upgrades:

1. Additional information for IDF's can be found at bottom of RFP packet
2. Santa Fe High School
    a. Building Q – Room 4
    b. Building U – Room 2
    c. Building CC – Room 8 (Electrical Room)
3. Whittier High School
    a. Building B – Room 111
    b. Building B – Room 210
    c. Building G – Room B136 (Girls Locker Room)
    d. Building H – Room 004
    e. Building H – Room 109
    f. Building H – Room 209
    g. Building S – Room 2
    h. Building V – Basement

Document, Demolition, Removal and Disposal of Existing Equipment:

1. Document all existing patch cables and their respective connections to switch ports.
2. Remove all existing equipment located inside the designated network cabinet.
3. Set aside and keep all items for reinstallation unless specified otherwise.

4. All items that are removed and not reused will be properly disposed of by the contractor.

New Network Rack/Cabinet Requirements:

1. Option A – Standard rack requirements:
    a. 24U in height
    b. Minimum 26” in depth
        i. Standard current Cisco C9300 switch is upwards of 22” deep.
    c. Must swing open and have door and rear access that is lockable.
    d. Must be secured to existing plywood backboard using cabinet manufacturer-recommended hardware and mounting techniques.
    e. Suggested enclosure: Legrand DWR-24-26PD – or similar.

2. Option B – Only if the existing plywood backboard will not accommodate standard rack dimensions.
    a. 12U in height
    b. Minimum 26” in depth
        i. Standard current Cisco C9300 switch is upwards of 22” deep.
    c. Must swing open and have door and rear access that is lockable.
    d. Must be secured to existing plywood backboard using cabinet manufacturer-recommended hardware and mounting techniques.
    e. Suggested enclosure: Legrand DWR-12-26PD – or similar.

3. Option C – Only if options A AND B cannot be accommodated due to external, wall-mounted patch panels. Same as option B, but without a front door.
    a. 12U in height
    b. Minimum 26” in depth
        i. Standard current Cisco C9300 switch is upwards of 22” deep.
    c. Must swing open and have rear access that is lockable.
    d. Must be secured to existing plywood backboard using cabinet manufacturer-recommended hardware and mounting techniques.
    e. Suggested enclosure: Legrand DWR-12-26 – or similar.

Patch Panel Requirements:

1. Cat5e Patch Panels
    a. Replace with new.
    b. Punchdown-style in either 24-port or 48-port models depending on the cabinet's needs.
    c. Consolidation is acceptable if existing patch panels are not fully occupied.
    d. Relabel the new patch panel to match the naming convention of the old patch panel.
    e. Terminate based on existing cabling standard; either T568A or T568B.
    f. Suggested patch panel: Leviton or similar

2. Cat6 Patch Panels
    a. May be reused.
    b. Consolidation is acceptable if existing patch panels are not fully occupied.

c. Relabel the new patch panel to match the naming convention of the old patch panel.
d. Terminate based on existing cabling standard; either T568A or T568B.

3. Keystone Patch Panels
    a. Remove any keystone patch panels if they exist and terminate data run into the correct Cat5e or Cat6 patch panels.

Other Cabinet Components and Reinstallation:

1. Reinstall all other equipment that was removed from the demolished network cabinet. This includes, but is not limited to:
    a. Fiber optic trays/enclosures
    b. Cable management/trays
    c. Uninterruptible Power Supplies (UPS)
    d. Paging amplifiers and zone controllers
2. Re-patch all previously documented patch cables from patch panel to corresponding switch ports.

IDF Cabinet Layout Configuration:

1. Top Component: Fiber Tray/Enclosure
2. Next Component: Cat5e Patch panel(s); if applicable
3. Next Component: Cat6 patch panel(s); if applicable
4. Next Component: Cable management trays; if applicable
5. Next Component: 48-port switch(es); if applicable
6. Next Component: 24-port switch(es); if applicable
7. Next Component: Paging amplifiers and zone controllers; if applicable
8. Bottom Component: Uninterruptible Power Supply (UPS); if applicable

Prospective Service Providers are required to submit the following:

1. Three (3) references describing the Service Provider's experience with similarly scoped projects **within** a K-12 customer environment.
2. Service Provider's SPIN number.
3. Service Provider's FCC Registration Number (FRN).

Failure by the Service Provider to supply these documents shall be considered grounds for disqualification

WHITTIER UNION HIGH SCHOOL DISTRICT
STANDARD TERMS AND CONDITIONS
RFP #2027-C2-001

ARTICLE 1. DEFINITIONS: The Term "Buyer" or "District" as used in this PO means the WHITTIER UNION HIGH SCHOOL DISTRICT, and the term "Seller" means the person, firm, or corporation from whom the commodity or service described in the PO it ordered. The term "Material, Equipment, and/or Services" includes materials, supplies, equipment, drawings, data and other property to be furnished and all services including but not limited to, design, delivery, installation, inspection, and testing specified or required, to furnish any material, equipment, and/or services contemplated by the PO.

ARTICLE 2. ACCEPTANCE OF THE PO: The attached Acceptance Copy shall be signed and returned by the Seller within ten (10) calendar days after it is received by the Seller. The receipt by the Buyer of the signed Acceptance Copy or the initiation of performance under this PO by the Seller shall constitute acceptance of the PO by the Seller, including all of the terms and conditions herein. Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by the Seller are rejected unless expressly agreed to in writing by an authorized representative of the Buyer's Purchasing Department.

ARTICLE 3. COMPLETE AGREEMENT: This PO, including all applicable terms, conditions and specifications, shall constitute the sole and exclusive agreement between the parties. This PO supersedes all other writings and negotiations written or oral. Buyer will not be responsible for goods delivered or services rendered without a PO properly signed by the Buyer Purchasing Agent or authorized agent. When this PO covers a continuing service rendered over a stated period of time, Seller must obtain a new PO upon expiration of the time period to authorize the continuance of the service for an additional period of time.

ARTICLE 4. DEFAULT: The Buyer may terminate the whole or any part of Seller's work in any one of the following circumstances: (1) If the Seller fails to make delivery or fails to perform within the time specified herein or any authorized extension thereof; or (2) If Seller delivers nonconforming goods; or (3) If Seller fails to perform in accordance with the material provisions of this PO, or so fails to make progress as to endanger performance of this PO in accordance with its terms. In the event of any such failure Buyer will provide Seller with written notice of the default and Buyer's intention to terminate for default if Seller fails to cure the default to Buyer's satisfaction within seven calendar days of Buyer's notice. If Seller fails to cure or correct the default to Buyer's satisfaction within three (3) days written notice, Buyer may, without further notice to Seller, procure upon such terms and in such manner as the Buyer may deem appropriate, items similar to those terminated, and the Seller shall be liable to the Buyer for any excess costs of such similar items; however, the Seller shall continue the performance of this PO to the extent not terminated. The rights and remedies of the Buyer provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this PO.

ARTICLE 5. CHANGES: Buyer may direct in writing changes, including additions to or deletions from the quantities originally ordered, or in the specifications or drawings. If any such change causes a material increase or decrease in the cost of, or the time required for, performance hereunder, an equitable adjustment shall be made in the price or schedule. Any claims for adjustment which Seller believes result from any change directed by Buyer shall be asserted in writing by Seller no later than five (5) days from the date of Seller's receipt of any such direction. Equitable adjustments for any claims or changes under this agreement, including claims arising from terminations or suspensions directed under DEFAULT above, of this agreement, will be made by written Change Order. Nothing contained herein shall excuse Seller from proceeding with the change as directed prior to negotiation of any adjustment. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the Buyer, except when confirmed in writing by a member of the Buyer's Purchasing Department.

ARTICLE 6. INVOICES: Unless otherwise specified in the PO, Seller shall send Buyer a single invoice upon completion of performance. Payment shall not be made prior to receipt and acceptance of items and an invoice.

ARTICLE 7. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 8. RIGHT TO AUDIT: Buyer reserves the right to access and audit the Seller's records related to the PO for a period of four (4) years after payment of any invoice.

ARTICLE 9. TITLE AND RISK OF LOSS: All prices shall be F.O.B. Destination. The Seller shall be responsible for safe and adequate packing of the items, which shall conform to the carriers' requirements. The Seller shall separately number all cases and packages, showing the corresponding numbers on the invoices. An itemized packing slip bearing this PO number shall be placed in each container. No extra charge shall be made for packaging or packing materials unless authority therefor is set forth in this PO. Seller shall assume and pay for any and all loss or damage to the merchandise from any cause whatsoever until delivered to Buyer at the specified destination.

ARTICLE 10. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol on District property will not be tolerated.

ARTICLE 11. DELIVERY: Timely performance and deliveries are essential to this PO. The Buyer reserves the right to refuse deliveries made in advance of the delivery schedule. Over shipment allowances, if authorized, will be applied to the entire order. If the Buyer agrees to accept deliveries after the date of delivery has passed, the Buyer shall have the right to direct the Seller to make shipment to the delivery point set forth in this PO by the most expeditious means, and the total cost of such expedited shipment and handling shall be borne by the Seller. Acceptance of late deliveries shall not be deemed a waiver of the Buyer's right to hold the Seller liable for any loss or damage resulting therefrom, nor shall it act as a modification of the Seller's obligation to make future deliveries in accordance with the delivery schedule.

ARTICLE 12. DELAYS: Seller will not be liable for delays in performing its obligations to the extent the delay is caused by an unforeseeable condition which is beyond Seller's reasonable control and without Seller's fault or negligence. Acts of God, such as storms or floods, as well as government priorities, acts of civil or military authorities, fires, strikes, epidemics, war or riot are examples of events

which will be excusable for being beyond Seller's reasonable control, only upon fulfillment of the following conditions: (a) within seven (7) days of the commencement of any excusable delay, Seller shall provide Buyer with written notice of the cause and extent thereof as well as a request for a schedule extension for the estimated duration thereof, and (b) within seven (7) days of the cessation of the event causing delay Seller shall provide Buyer with written notice of the actual delay incurred, upon receipt of which, the date of promised delivery shall be extended for the time actually lost by reason of an excusable delay.

ARTICLE 13. INSPECTION AND APPROVAL: All items are subject to final inspection and approval after delivery to Buyer. If any items are defective in material or workmanship or otherwise not in conformity with the requirements of this PO, the Buyer shall have the right to require Seller to correct or replace them. Final acceptance or rejection shall be made by the Buyer as promptly as practicable after delivery. Final acceptance shall be conclusive except with respect to latent defects, fraud or such gross mistakes as amount to fraud, or with respect to the Buyer's rights under the "Warranty" clause.

ARTICLE 14. WARRANTIES-GUARANTEES: The Seller warrants that the materials, equipment or services, at time of delivery, shall conform to the Buyer's specifications, the requirements of this PO, approved sample or samples, if any, and are free from defects in design, material and workmanship. Unless otherwise specified in the PO, this warranty shall remain in effect for a one (1) year period after delivery or for such period of time as the item is normally warranted. At the Buyer's option, the Seller shall promptly either repair or replace defective items after receipt of the Buyer's written notice of a defect. Transportation charges for the return and redelivery of defective items shall be borne by the Seller. Seller also warrants that said merchandise is free and clear of all liens and encumbrances whatsoever and the Seller has good and marketable title to same, and Seller agrees to indemnify, defend and hold the Buyer, its officers, agents and employees free and harmless against any and all claimants to said merchandise.

ARTICLE 15. COMPLIANCE WITH ALL APPLICABLE LAWS: Seller's performance shall in all ways strictly conform with all applicable State, Federal and local laws, regulations, safety orders, and working conditions to which it is subject including, but not limited to, safety rules and regulations prevailing wages under the California Labor Code. Seller shall execute and deliver any and all documents as may be required to effect or evidence compliance.

ARTICLE 16. EQUAL OPPORTUNITY EMPLOYER: It is the policy of Buyer that in connection with all materials furnished or work performed under this PO, there be no discrimination against employees because of race, religion, color, sex or national origin, and therefore the Seller agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practices Act.

ARTICLE 17. PERMITS OR LICENSES: Seller and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, and by the City, in connection with the furnishing of Material, Equipment, and/or Services herein requested.

ARTICLE 18. INDEMNITY: Seller assumes all risk in connection with performance or non-performance of this PO. Seller shall indemnify, defend, and hold harmless Buyer and its elected officials, officers and employees, from all liabilities, obligations, orders, claims, actual damages, governmental fines or penalties, and expenses of defense with respect to such claims (including attorneys' fees and costs) of any kind or nature which may be caused by or arise from furnishing the Material, Equipment, and/or Services, whether such activities or performance thereof be by Seller or by anyone directly or indirectly employed or contracted with by Seller, and whether such liabilities, obligations, orders, claims, actual damages, governmental fines or penalties , and expenses of defense with respect to such claims (including attorneys' fees and costs) shall accrue or be discovered before or after termination of this agreement.

ARTICLE 19. TAXES: Unless prohibited by law, Seller shall pay and has included in the prices of this PO any federal, state or local tax, transportation tax, or other tax which is required to be imposed upon the items ordered hereunder, or by reason of their sale or delivery.

ARTICLE 20. TERMINATION FOR CONVENIENCE: Buyer shall have the right to terminate this PO in whole or in part at any time, and from time to time, by written or telegraphic notice effective upon receipt by Seller of such notice, even though Seller is not in breach of any obligation hereunder. Upon receipt of notice of termination, Seller shall immediately discontinue performance and shall comply with Buyer's instructions concerning disposition of completed and partially completed items, work in progress and materials acquired pursuant to this PO. Upon termination, Contractor shall be compensated only for those services or goods which have been adequately rendered and delivered to the District through the effective date of such termination. Contractor shall be entitled to no further compensation. However, said payment shall not exceed the price specified herein for such items. Seller shall advise the Buyer, in writing, of Seller's claim, if any, for termination costs within ten (10) days after receipt of the notice of termination. Termination in accordance with this article shall not affect Buyer's obligation to pay for items accepted by Buyer prior to such termination.

ARTICLE 21. GOVERNING LAW; VENUE; DEFINITIONS: The definition of terms used, interpretation of this PO and rights of all parties hereunder shall be construed under and governed by the laws of the State of California. Any litigation with respect to this PO shall be brought and conducted in Los Angeles County, California.

ARTICLE 22. EXCUSE; WAIVER: No action or failure to act by Buyer shall constitute a waiver of a right or duty afforded it under this PO, nor shall such action or failure to act constitute approval of or acquiescence in a breach, except as may be specifically agreed in writing. Seller expressly waives the effect of any statutory or common law provision which construes ambiguities in a contract against the party who drafted the contract.

ARTICLE 23. INSURANCE: If Seller or its employees or agents come onto Buyer's property in connection with this Purchase Order, Seller agrees to carry (i) Workers Compensation Insurance as required by law and Commercial General Liability and Automobile Liability with coverages and amounts approved by the Buyer.

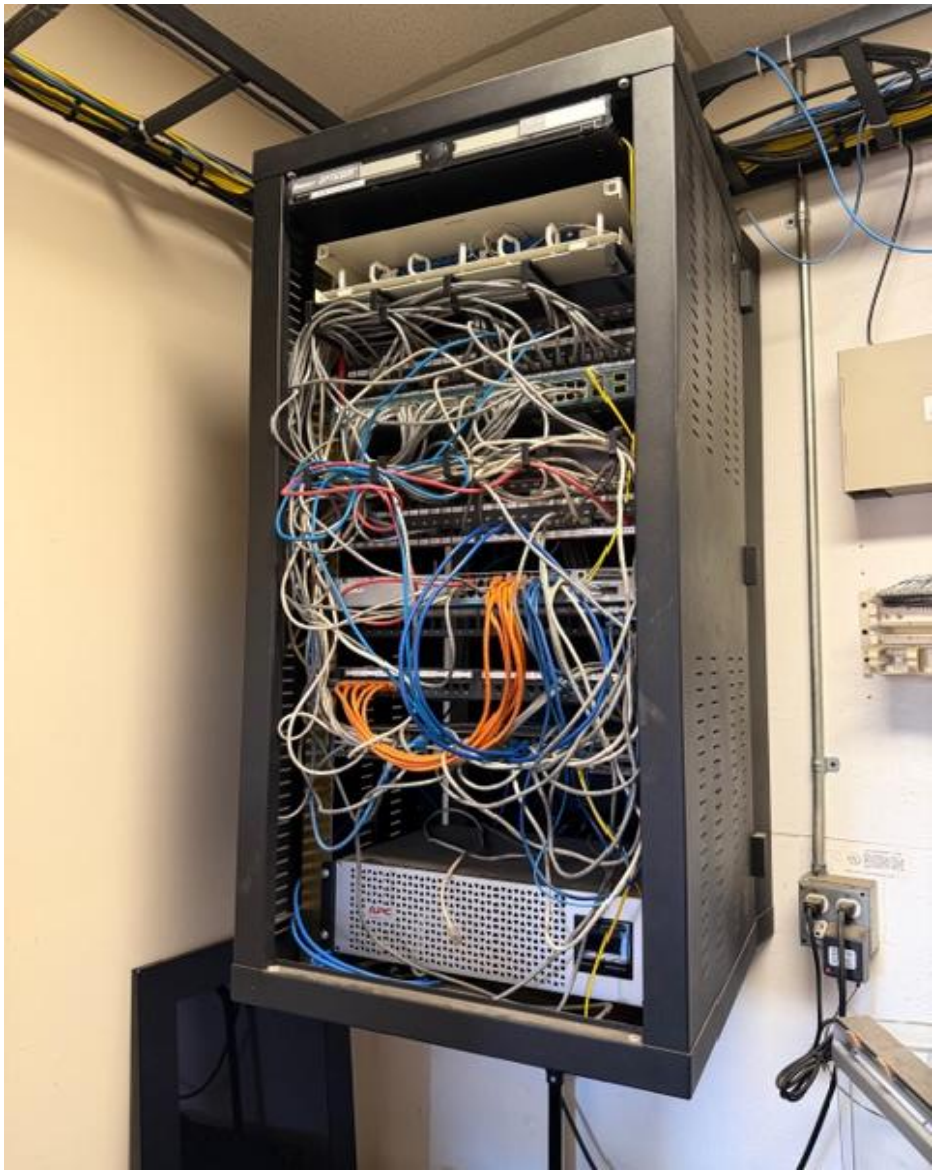
ARTICLE 24. FINGERPRINTING: Seller hereby acknowledges that, if determined applicable by Buyer, Seller shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. If so required by Buyer, Seller must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Seller's employees, coming into contact with the District's pupils. Seller further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and that Seller will comply with any such requirements.

ARTICLE 25. PREVAILING WAGES/DIR REGISTRATION: Seller acknowledges that if the PO involves public works as defined by Labor Code section 1720 et seq. then Seller shall comply with all applicable prevailing wage/labor laws. This includes compliance with all the Department of Industrial Relations' (DIR) contractor registration requirements set forth in Labor Code Section 1725.5. Seller shall also ensure compliance with these requirements by all of its subcontractors. All such public works shall also be subject to prevailing wage compliance monitoring and enforcement by the DIR, including but not limited to submission of certified payrolls as required by DIR.

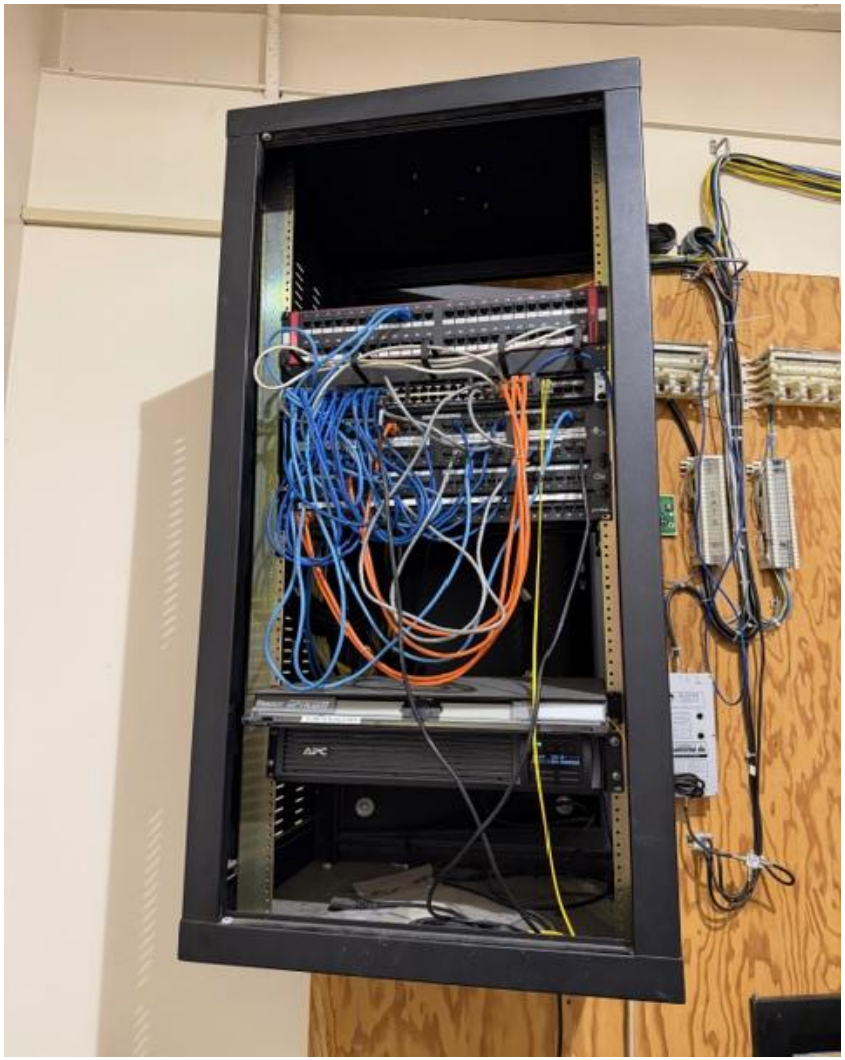
Whittier Union High School District
RFP# 2027-C2-001
Exhibit A : Additional IDF Information

Site	Building/Room Number	Rack/Cabinet Mounting Type?	Cabinet or Rack?	Ladder Needed?	Cable mgmt installed?	Cat5e 24-port Patch Panel	Cat5e 48-port Patch Panel	Cat6 12-port Patch Panel	Cat6 24-port Patch Panel	Where is the power plug?
SFHS	Q 4	Wall-Mounted	Cabinet	Yes	Yes		2		2	Outside of enclosure
SFHS	U 2	Wall-Mounted	Cabinet	Yes	Yes	1	2		1	Outside of enclosure
SFHS	CC 8 Rear Electrical Room Gym	Wall-Mounted	Cabinet	Yes	Yes		1		1	Outside of enclosure
WHS	B 111	Wall-Mounted	Rack	No	No		2		1	N/A
WHS	B 210	Wall-Mounted	Rack	No	No		2		1	N/A
WHS	G Girls Locker Rm B136	Wall-Mounted	Cabinet	No	No		2		1	Inside of enclosure
WHS	H 004	Wall-Mounted	Cabinet	Yes	Yes		1		3	Outside of enclosure
WHS	H 109	Wall-Mounted	Cabinet	Yes	Yes	1	1		1	Outside of enclosure
WHS	H 2nd floor	Wall-Mounted	Cabinet	Yes	Yes	1	1		1	Outside of enclosure
WHS	S 2	Wall-Mounted	Cabinet	No	Yes	1			1	Outside of enclosure
WHS	V (Auditorium Basement)	Wall-Mounted	Cabinet	No	Yes	1				Outside of enclosure

SFHS - Q4

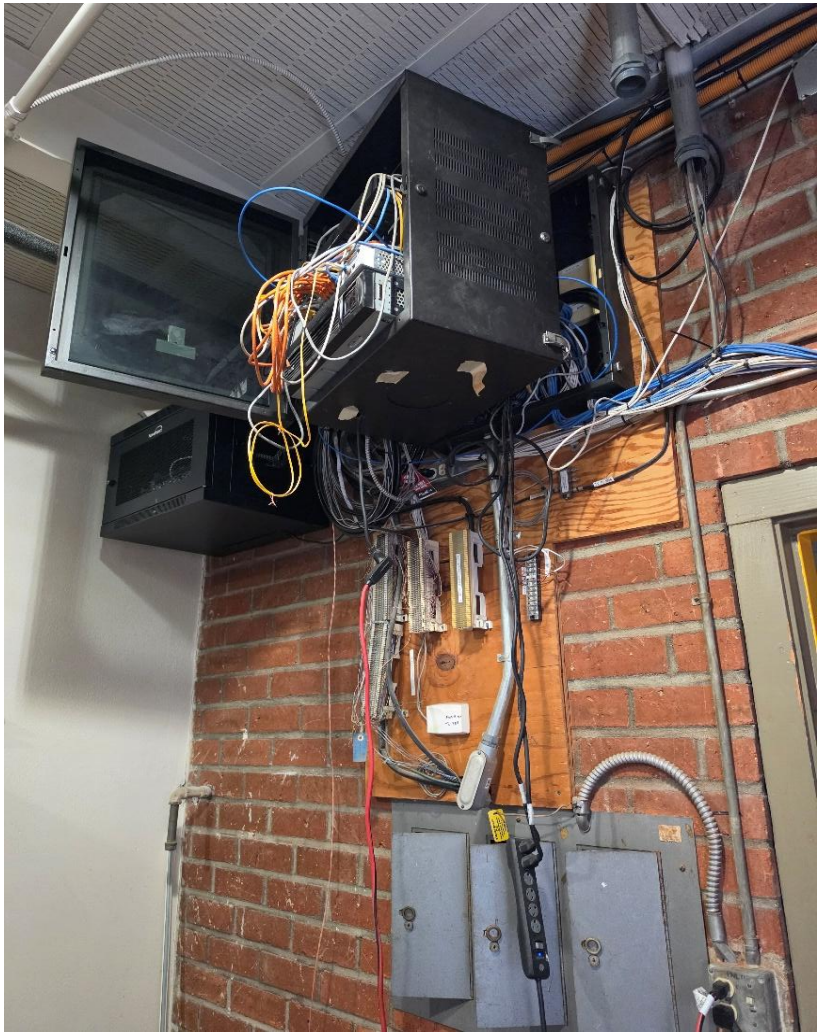


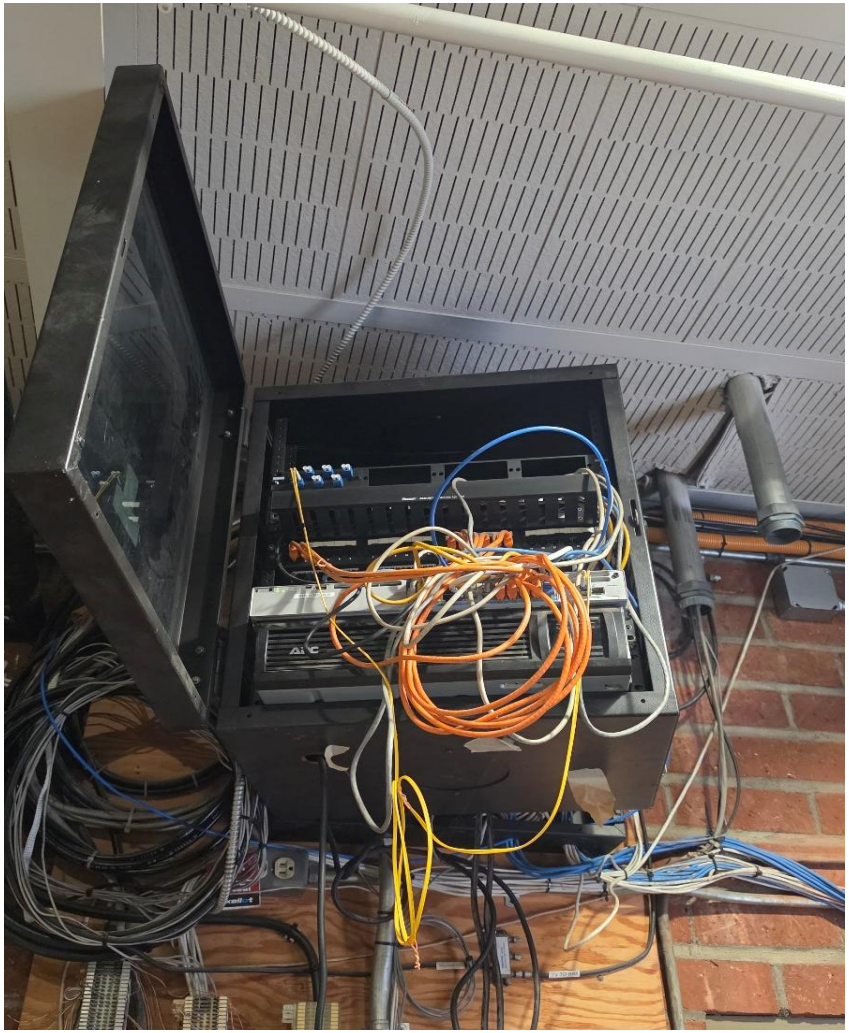
SFHS - U2





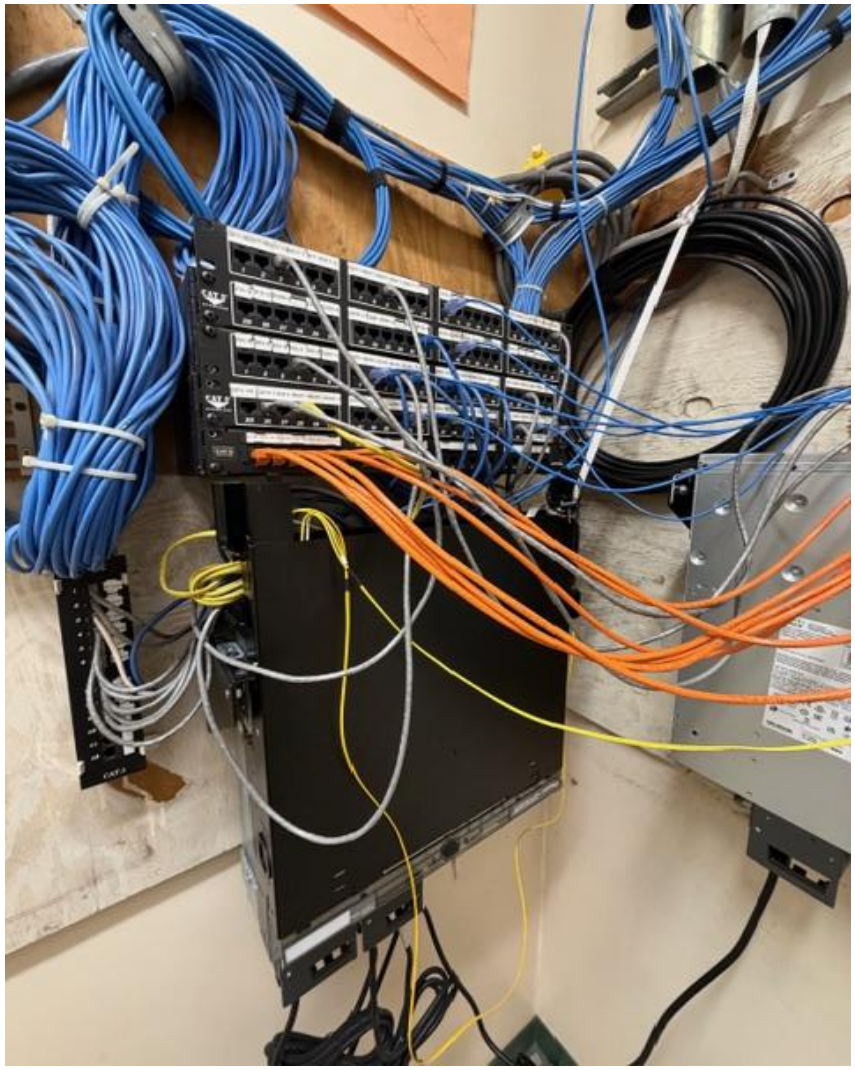
SFHS - CC 8



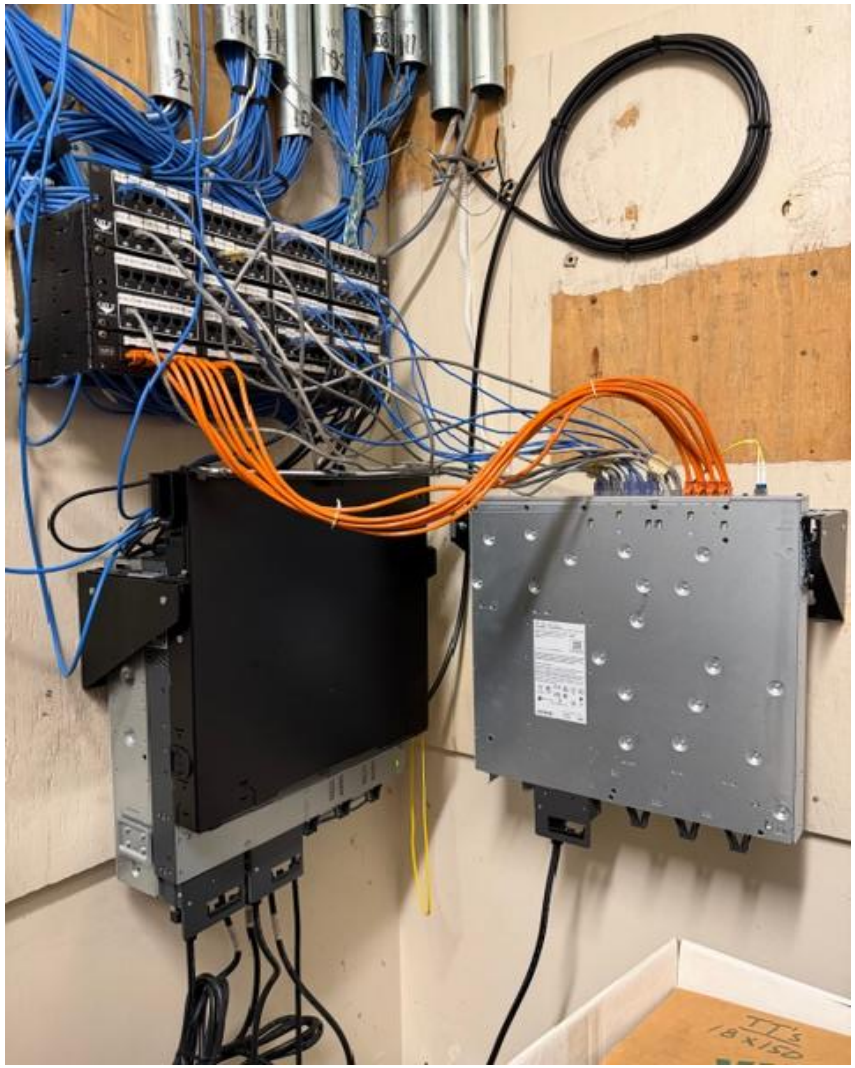


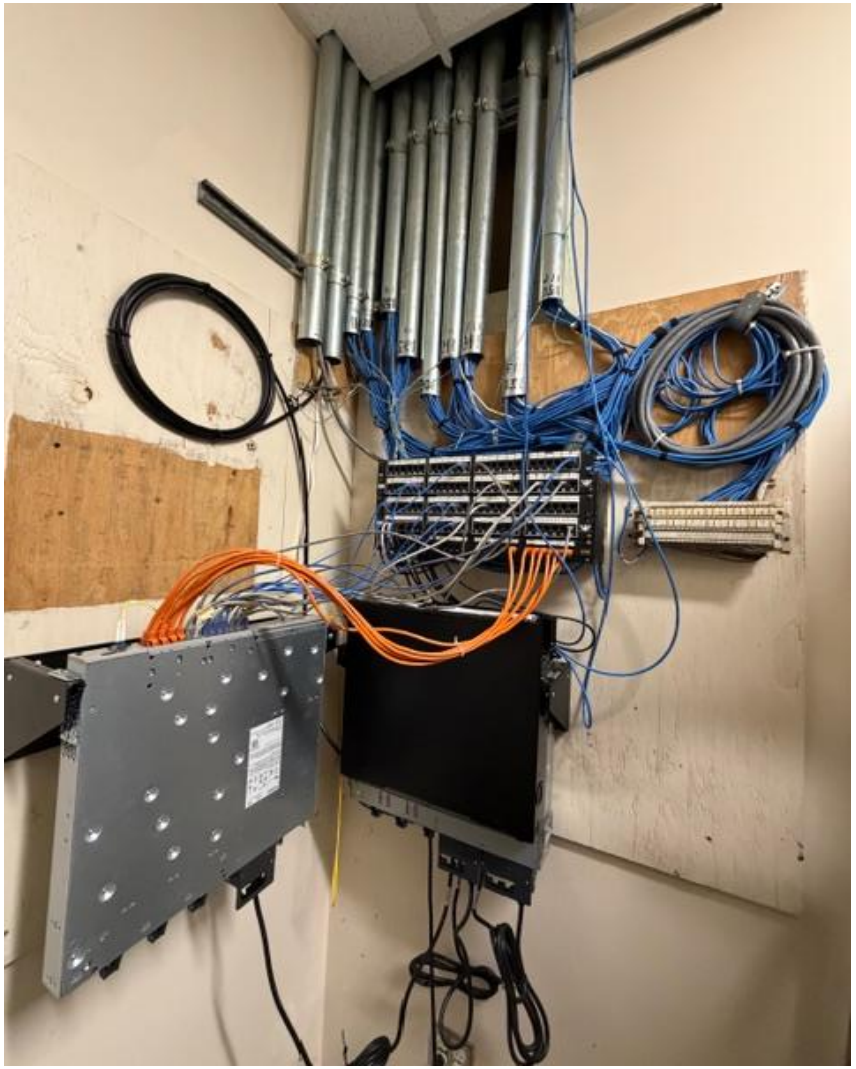
WHS - B111





WHS - B210





WHS - G Locker Rm

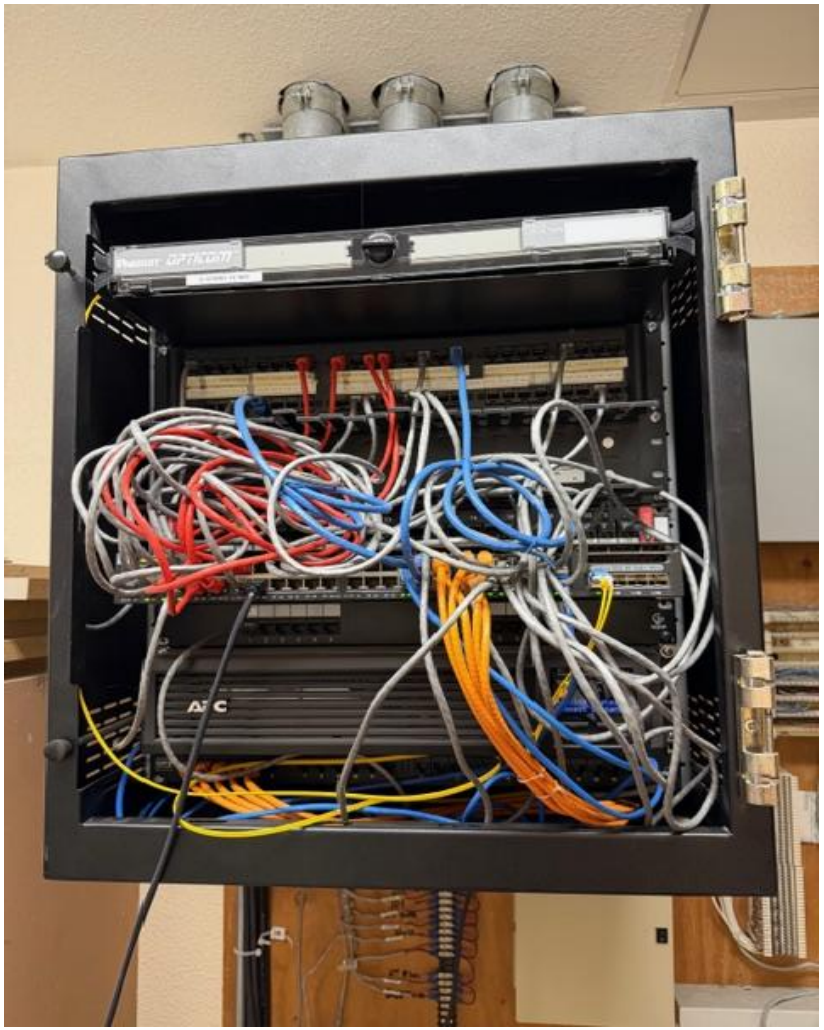


WHS - H004



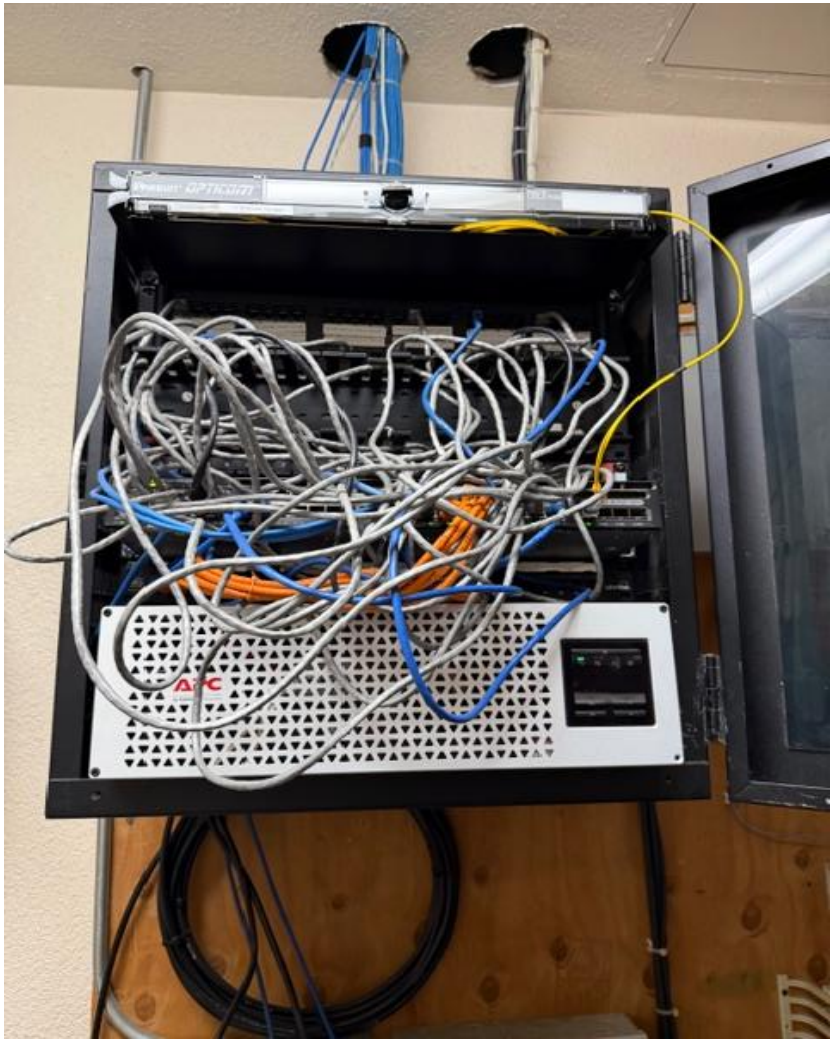


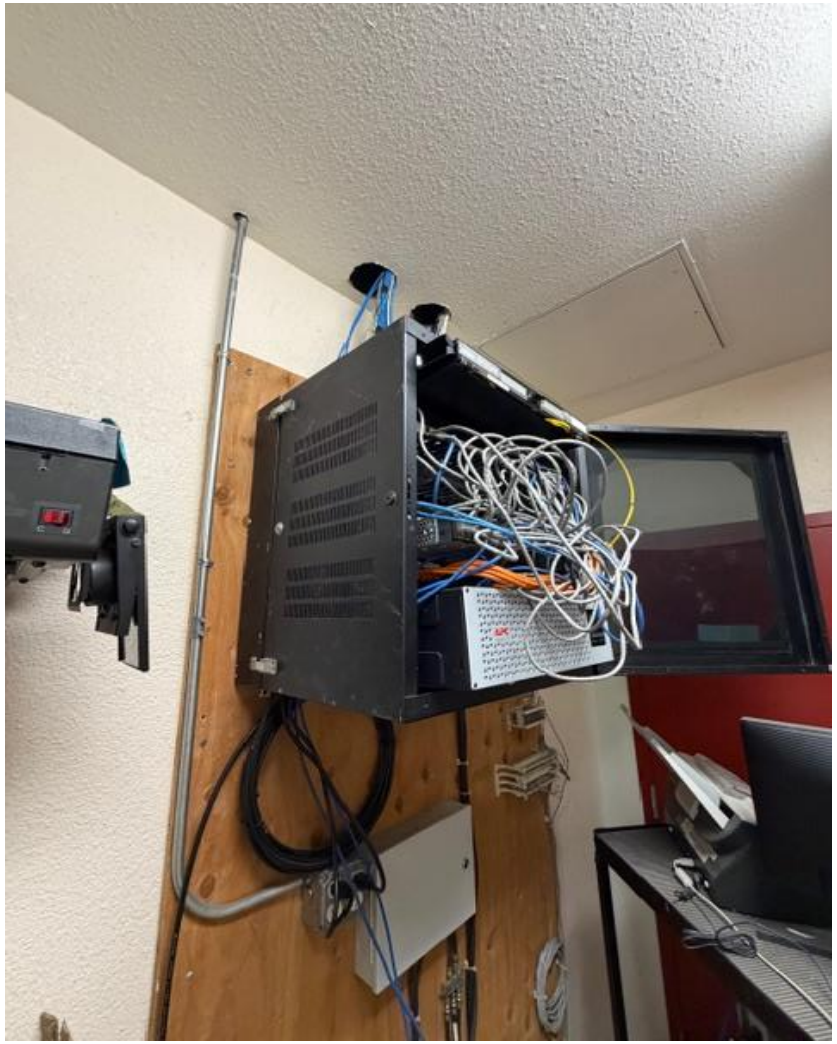
WHS - H109



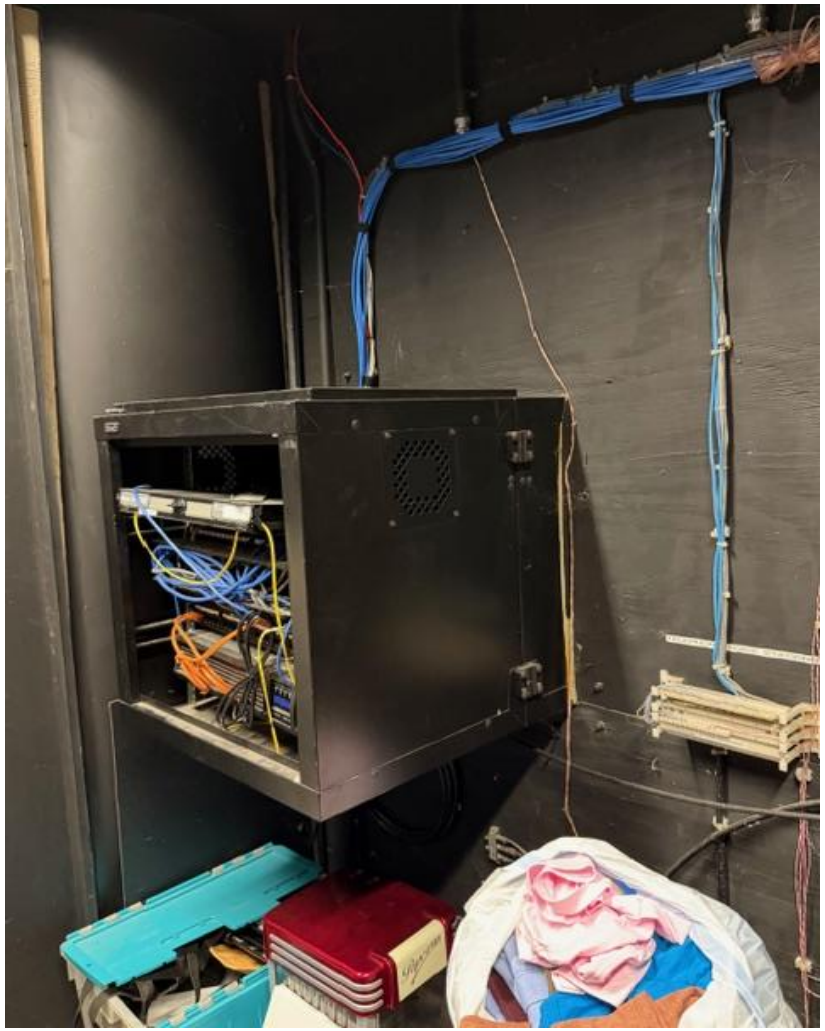


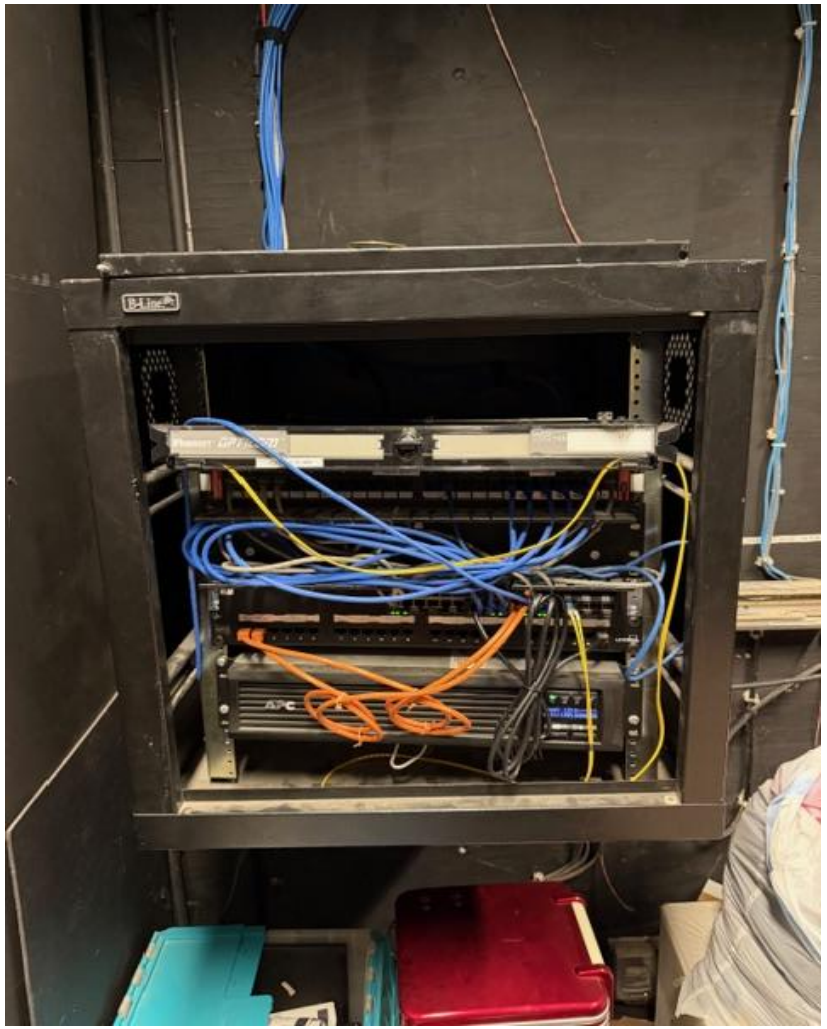
WHS - H209



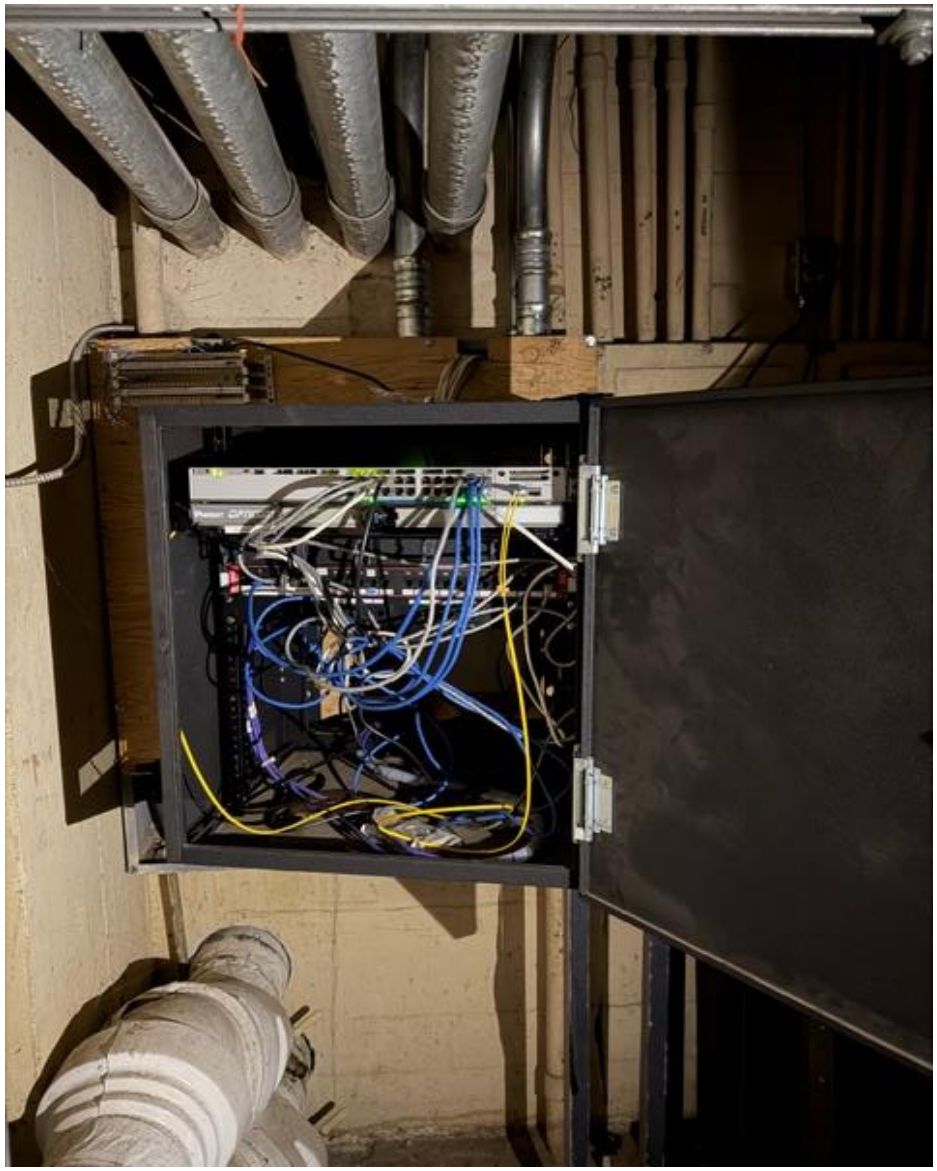


WHS - S2





WHS - V Basement



ATTACHMENT A

BID FORM:

ITEMS SPECIFIED MUST BE EQUAL TO, OR EXCEED, THE SPECS PROVIDED WITHIN THE ITEM DESCRIPTIONS

Submitted by: _____

Pg. 1					
SITE	**BUILDING NUMBER**	**MFR.**	**PART/ MODEL # (or equal*)**	**QTY**	**PRICE**
SFHS	Q4			1	$
SFHS	U2			1	$
SFHS	CC 8 Rear Electrical Room Gym			1	$
WHS	B 111			1	$
WHS	B 210			1	$
WHS	G Girls Locker Rm B136			1	$
WHS	H 004			1	$
WHS	H 109			1	$
WHS	H 2nd floor			1	$
WHS	S 2			1	$

ATTACHMENT A

Bid Form Pg. 2

WHS	V (Auditorium Basement)			1	$
				Subtotal:	$
				Tax:	$
				Labor	$
				Freight Charge:	$
					$
				TOTAL:	$

Company

Authorized by (Company Rep.)

END OF DOCUMENT