EL MONTE UNION HIGH SCHOOL DISTRICT

REQUEST FOR PROPOSAL

E-RATE FUNDING YEAR 2023-2024 (E-RATE YEAR 26)

RFP ID: EMUHSD E-RATE 2022-23(P1)
CATEGORY 2 SERVICES (NETWORK EQUIPMENT)

RFP NUMBER 2022-23(P1)
FCC 470 Form No. 230001287

LOCATION FOR SUBMISSION OF RFP RESPONSES:

PURCHASING DEPARTMENT
1003 DURFEE AVE,
EL MONTE, CA 90606

ATTN: Margarita SANCHEZ, DIRECTOR OF PURCHASING

RFP SUBMISSION DEADLINE:

DECEMBER 9, 2022, AT 10:00A.M. (LOCAL TIME)

Date Issued: October 21, 2022

Respondents are invited to provide information on products and services for the above-mentioned project by providing a response to this RFP and submitting to the location indicated in this document by the date and time prescribed.

RFP 2022-23(P1)
E-RATE FUNDING YEAR 2023-2024 (E-RATE YEAR26)
RFP ID: EMUHSD E-RATE 2022-23(P1), CATEGORY 2 – NETWORK EQUIPMENT
FCC 470 FORM NO.230001287

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SECTION I.

PROPOSAL INSTRUCTIONS AND CONDITIONS

The El Monte Union High School District ("District") is calling for proposals for E-Rate Year 26, Category 2 – Network Equipment.

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

The District is made up of five (5) comprehensive high schools, one (1) continuation school, one (1) Community Day School, an Adult Transition Center, an Adult Education facility, the District Office and the District Bus Yard (Facilities Department, Nutrition Services and the Purchasing Department).

STARTING SERVICES/ ADVANCE INSTALLATION

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 2022 funding year (July 1, 2023). If Category 2 services (Network Equipment) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 2 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1; however, NO INVOICING can take place prior to July 1 of the associated Funding Year.

Funding for this contract is contingent upon funding approval by the Schools Library Division of the Universal Services Administrative Corporation.

Proposals shall only be accepted from vendors that have been awarded contracts, multiple service schedules or formal bids listing equipment and services similar to those called for in this solicitation. The awards must be valid, current and piggybackable. Awards must have been awarded in the State of California or have a California Participating Addendum/ Amendment.

The District has partnered with Vendor Registry to manage its vendor registration process. Registration is a condition for submitting a proposal. Prospective Respondents must register their company at **https://vrapp.vendorregistry.com/Vendor/Register/Index/el-monte-union-high-school-dist-ca-vendor-registration**

RFP SCHEDULE ("TENTATIVE")

RFP Issue Date:	October 21, 2022
Legal Advertisements:	October 21, 2022, and October 28, 2022
Last Day for Questions:	November 4, 2022, at 12:00p.m. (Local Time)
Addendum (Tentative):	November 8, 2022
Proposal Due Date and Time:	**December 9, 2022, at 10:00a.m. (Local Time)**
RFP Evaluation Period: Board	December 10 - 20, 2022
Approval Date:	January 4, 2023

CLOSING DATE: All proposals shall be made and presented only on the forms presented by the District. Proposals shall be received in the **Office of the Purchasing Department at 1003 Durfee Avenue, South El Monte, California 91733**. RFPs are required to be presented in physical form only and must include one electronic copy on one flash drive. RFPs via email will NOT be accepted. There will not be a bid opening. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

All proposals are due on December 9, 2022, by 10:00 a.m. (Local Time). Proposals will be accepted up to 10:00 a.m. (Local Time). All RFP's and contracts entered into hereunder shall be subject to the General and/or Special Conditions

attached to this form. Proposals shall bear the superscription:

"Proposal for E-RATE FUNDING YEAR 2023-2024 (E-Rate Year 26), FCC 470 Form No. 230001287 RFP ID: EMUHSD E-Rate 2022-23(P1) – Category 2 – Network Equipment",
and "**December 9, 2022, 10:00 a.m., RFP #2022-23(P1)**".

Proposals received after the scheduled closing time and date for receipt of proposals may not be accepted.

This Request for Proposal shall not be construed to create an obligation on the part of the District to enter into a contract with any firm or individual. This request is an information solicitation of proposals only. The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal during the evaluation process without obligation to any firm responding to this announcement. Statements and other materials submitted will not be returned.

In addition, the District reserves the right to fund, (proceed with 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.

No Respondent may withdraw their proposal for a period of one hundred twenty (120) days after the date and time set for the proposal opening.

All proposals must be made upon this proposal form to be considered to be held valid. All blanks must be filled in, the proposal must be properly signed, and there must be no alterations or erasures, and no alternatives unless called for. Each proposal must be submitted with a fully executed Non-Collusion Affidavit.

1. **FORMS**: Proposals will not be considered unless submitted upon the forms provided by the El Monte Union High School District. **RFPs are required to be presented in physical form only and must include one electronic copy on one flash drive. RFPs via email will NOT be accepted.** All Respondents shall be responsible for familiarizing themselves with the conditions and requirements of this RFP prior to submitting a proposal.

2. **DEFINITIONS:**

    a. **District**: "District" as used herein means the El Monte Union High School District.

    b. **State**: "State" as used herein means State of California.

    c. **Respondent**: "Respondent" as used herein includes: An individual or company who submits a proposal, an individual or company to whom a Contract is awarded, and an individual or company who has entered into a Contract with the District.

    d. **E-Rate**: "E-Rate" as used herein means Educational rate.

    e. **FCC**: "FCC" as used herein means the Federal Communications Commission.

    f. **FRN**: "FRN" as used herein means the FCC Registration Number.

    g. **ISP**: "ISP" as used herein means Internet Service Provider

    h. **IDF**: "IDF" as used herein means Intermediate Distribution Frame

    i. **USAC**: "USAC" as used herein means the Universal Service Administration Company.

    j. **SLD**: "SLD" as used herein means the School Libraries Division.

    k. **SPIN**: as used herein means Service Provider Identification Number.

    l. **Board of Trustees**: "Board of Trustees" as used herein means the El Monte Union High School District Board.

3. **NAME OF COMPANY**: Respondents shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Proposals must be submitted under the correct name of the

company and signed by an authorized representative of the firm.

4. **RESPONDENT'S RESPONSIBILITY**: Before submitting a proposal, Respondents shall carefully examine the scope of work, and the forms of other contract documents. They shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the scope of work. No allowance will be made because of lack of such examination or knowledge.

5. **EXAMINATION OF DOCUMENTS: If a Respondent discovers any ambiguity, conflict,** discrepancy, omission or other error in the RFP, the Respondent shall, prior to the date scheduled for submission of proposals, notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes without divulging the source of the request. The District's decision shall be final in any matter on the interpretation of documents.

6. **ADDENDA OR MODIFICATION OF RFP RESPONSE**: The District may modify this RFP before the date scheduled for submission of proposals by issuance of an addendum to all parties who received the RFP for the purpose of submitting a proposal. Addenda shall be numbered consecutively as a suffix to the RFP reference number.

   Alternatively, the Respondent may modify their proposal after its submission by written notice to the Director of Purchasing, of withdrawal and resubmission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner.

7. **ACCEPTANCE OR REJECTION OF BIDS**: The Board of Trustees reserves the right to reject any and all proposals, or any or all times of any proposals, or waive any irregularity on any proposal, or to make awards on the basis of the proposal or proposals it deems most economical to the District and most desirable for its operational program.

8. **DISPOSITION OF PROPOSALS**: All materials submitted in response to the RFP will become the property of the District and will be returned only at the District's option and the Respondent's expense. The original copy shall be retained for official files and will become public record after the date and time for proposal submission, as specified. However, confidential financial information submitted in support of the requirement will be returned upon request.

9. **RESTRICTIONS ON LOBBYING AND CONTACT**: From the period beginning with the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this RFP, the evaluation or selection process and/or the award of the contract with any member of the Board of Trustees, District personnel or selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the firm submitting a response.

10. **ASSIGNMENT/FINANCING**: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, including the right to receive payment, burdens, duties, or obligations without the prior written consent of the District and the surety on the Contract bonds (if applicable). The District's standard assignment form shall be used for any assignment requested by the Contractor and granted by the District.

    The District will not sign any documents in connection with assignments or financing other than the District's standard form for "Assignment of Contract Money" or "Assignment of Rights and Delegation of Duties on Contract" which is available from the District's Purchasing Office located at: 1003 Durfee Avenue, South El Monte, CA 91733.

11. **ORDER CONDITIONS:** The District reserves the right to adjust each order in accordance with District needs. Estimates are only a guideline and are not to be construed as a commitment by the District to be the exact amount to be leased or purchased. There will be no minimum order requirements for any items listed on the Proposal Form.

The District reserves the right to order quantities in any size lot or lots of quantities. Pricing must remain firm for the period July 1st, 2023, thru September 30th, 2026. The District reserves the right to extend the intent to purchase for two additional voluntary extensions through September 30, 2028.

The District shall not be obligated to purchase or reimburse Respondent for inventory of products should purchases vary from the anticipated purchase patterns or the agreement expires or is terminated.

Respondent must provide the specified product or an acceptable substitute as determined by the District. If Respondent fails to deliver specified product in a timely manner, then Respondent shall be required to reimburse the District for the full value of the specified purchase. Financial restitution shall be made within sixty (60) days of written request by the District.

12. **CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS**: Respondent hereby agrees and acknowledges that monies utilized by the District to purchase the items and/ or services described in this RFP is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

13. **RIGHT TO TERMINATE CONTRACT:** If the Respondent or any of its manufacturers, distributors and/or suppliers refuse or fail to timely provide and/or deliver the product for which the Respondent has been awarded a contract, with such diligence as will insure its complete delivery within the time specified or any mutually agreed upon extension thereof, or if the bidder should be adjudged bankrupt, or if the bidder should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which an extension of time is provided, or if the Respondent should otherwise be guilty of a substantial violation of any provision of the contract documents for this, then the District may without prejudice to any other right or remedy, serve written notice upon the Respondent of the District's intention to terminate the contract. The notice shall contain the reasons for such intention to terminate, and unless within ten (10) calendar days after the service of such notice such condition shall cease, or such violation shall cease and arrangements satisfactory to the District for the correction thereof be made, the contract shall upon the expiration of said ten (10) calendar days, cease and terminate. In such case, the Respondent shall not be entitled to receive any further payment until performance is completed.

14. **FORCE MAJEURE CLAUSE**: The parties to the agreement shall be excused from performance during the time and to the extent that they are prevented from performing by act of God, fire, strike, loss, accident, or any other cause beyond the control of the parties provided that satisfactory evidence is presented and the failure to perform is not due to the fault or neglect of the Respondent.

15. **FEDERAL OR STATE REGULATIONS**: The Respondent's proposal and any Contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such Contract.

16. **INDEPENDENT CONTRACTOR**: In performance of the services, duties and obligations assumed by the Contractor, it is mutually understood and agreed that the Contractor, including any and all of the Contractor's officers, agents, and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the District.

    Contractor agrees that any and all persons performing any services and/or work whatsoever contemplated by this Contract and/or related or incidental thereto, shall be an employee of the Contractor, and Contractor shall, by way of example but not by **way** of limitation, withhold federal and state income taxes as well as the required employee social security contribution of each said persons.

    Contractor shall comply with all regulations regarding employees, and Contractor shall pay and/or contribute its required share as the employer of said persons. Contractor acknowledges the fact that it is an independent Contractor and is in no way to be construed as an employee of the District, nor are any of the persons employed by the Contractor to be so construed.

17. **HOLD HARMLESS CLAUSE**: The Contractor shall hold harmless and indemnify the District and the Board

of Trustees, its officers and employees from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Contract, however caused, unless such injury is caused by the negligence or willful misconduct of the District.

b. Any injury to person or property sustained by any person firm or corporation, caused by any act, neglect, default, or omission of the Contractor or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Contract.

c. Any liability that may arise from the furnishing or use of any copyrighted composition, or patented invention, under this Contract. It is the intent of the District to adhere to the provisions of the copyright laws; this hold harmless clause shall not apply to any claim by Contractor that District has infringed a patent or copyright of Contractor.

d. The Contractor, at its own expense and risk, shall defend any legal proceeding that may be brought against the District or the Board on any such claim or demand, and satisfy any judgment that may be rendered against the District or the Board therein. With respect to claims of patent or copyright infringement, the District agrees to give Contractor notice of any such claim and to fully cooperate with Contractor in the defense and all related settlement negotiations.

18. **INSURANCE:**

The Contractor shall secure and maintain, and require its subcontractor(s) to secure and maintain, the minimum amounts of coverage's listed below to protect against claims that may arise from operations under the Contract, whether such operations are by the Contractor or anyone directly or indirectly employed by them. All coverages shall be from a source acceptable to the District.

All Contractors, and their approved subcontractors, shall have Commercial General Liability (CGL) and Commercial (Business) Automobile Liability (CA or BA). Workers' Compensation (WC) shall also be provided unless exempted as set forth below. Under some circumstances, the District may also require Errors and Omissions (E&O), Excess, or other coverages whenever exposure, as determined by the District, warrants.

It shall be the Contractor's responsibility, not the District's, to monitor its subcontractor(s) for compliance with the insurance requirements described in this Section. Failure of the Contractor to obtain or maintain the required coverages or furnish the required certificates, endorsements, or policies shall constitute a material breach of this Agreement and may result in termination of the Agreement. Further, failure of the Contractor to require its subcontractor(s) to obtain and maintain the same minimum limits and coverages and to provide the required certificates, endorsements and policies as described in this Section shall also constitute a material breach of, and may result in, termination of the Contractor's Agreement.

In lieu of termination, the District reserves the right to purchase the required coverage(s) on the Contractor's behalf. However, the cost of any insurance purchased shall be the responsibility of, and paid for by, the Contractor.

a. Evidence of Insurance
Satisfactory Evidence of Insurance shall be provided to the District. All Certificates and endorsements shall be signed by an authorized representative of the insurance carrier. The District reserves the right to require the original Certificate(s)/endorsement(s) and/or to require copies of the Contractor's insurance policy(-ies).

Insurance Certificates are required to have a 30-day non-renewal/cancellation notice clause and shall include NAMED ADDITIONAL INSURED ENDORSEMENTS as indicated below.

Satisfactory Evidence of Insurance must be submitted and approved by the District prior to providing any product or service covered under this Agreement, unless an extension is authorized by the District.

b. Additional Insureds

The CGL and CA/BA policies shall be endorsed to name the following as additional insureds:

1) Board of Trustees of the El Monte Union High School District

c. Rating Of Insurer

All policies shall be from admitted insurers with an A.M. Best rating of at least A-, VII, except for the State Fund for W/C. Coverage provided by the California State Compensation Insurance Fund (State Fund) is acceptable. The District reserves the right to approve other carriers if found acceptable to the District's Office of Risk Management.

d. Minimum Required Coverages

(1) Commercial General Liability (CGL)
Includes both bodily injury and property damage.
$1,000,000 per occurrence
$ 100,000 fire damage
$5,000 medical expenses
$1,000,000 personal and advertisement injury
$3,000,000 general aggregate*
$3,000,000 products/completed operation aggregate*
*$3,000,000 general aggregate and products/completed operations aggregate can be waived if the policy is endorsed stating that the $1,000,000 per occurrence applies solely and separately to the District.

Commercial (Business) Automobile Liability (CA or

(2) BA) All owned, hired and non-owned autos
$1,000,000 combined single limit

(3) Workers' Compensation (WC)
Part A – Statutory limits
Part B Employers' Liability -- $1,000,000/$1,000,000/$1,000,000
Exemption: Sole proprietors with no employees are exempt from providing WC Coverage. Contractors meeting this exemption requirement must sign a District Workers' Compensation Waiver Statement.

Workers' Compensation: During the term of the Contract, Bidder shall fully comply with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be limited to, maintaining in full force and affect one or more policies of insurance to insure against any liability Bidder may have for Workers' Compensation.

15. **INVOICE AND PAYMENTS**:

All invoices must be sent to the following address below:

EL MONTE UNION HIGH SCHOOL DISTRICT – SANDY NAVARRO
3537 Johnson Avenue, El Monte, CA 91731, Tel. No.: (626) 444 – 9005 x9844
Email: sandy.navarro@emuhsd.org

All invoices submitted for payment must include the District Contract Number, related Purchase Order ("P.O.") Number(s), and be under the same firm name as shown on the P.O./Contract.

Prior to the start of the Contract, the Respondent may contact the District's Accounts Payable Office regarding the invoice format that may be required to facilitate timely payment. A sample of invoicing format may be required from Accounts Payable prior to the start of service.

Late payment by the District shall not constitute a material breach of any Contract awarded hereunder.

In any contract or purchase order awarded, the District will reserve the right to withhold payment as a "set off" against amounts due, or to become due, to the District resulting from any other contracts or purchase orders awarded to the same contractor.

16. **PERMITS AND LICENSES**: The Contractor and all 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 listed herein. All operations and materials shall be in accordance with the requirements of law.

17. **EQUAL EMPLOYMENT OPPORTUNITY**: In connection with the execution of this Contract, the Contractor will not engage in, nor permit such unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disabilities, mental disability, medical condition, marital status, sex, age, or sexual orientation of such persons.

18. **DRUG FREE WORKPLACE**: The Contractor shall maintain a drug free workplace in accordance with the California Government Code.

19. **NON-COLLUSION**: Each proposal must be submitted with a fully completed Non-Collusion Affidavit on the form (Attachment B) provided herein that complies with Public Contract Code Section 7106.

20. **ATTORNEY FEES**: If either party files an action or brings any proceeding against the other arising out of the Contract, the prevailing party shall be entitled to recover as an element of the costs of the suit, and not as damages, reasonable attorneys' fees in such an amount as the court may adjudge reasonable. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. The party not entitled to recover its costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted for calculating the amount of judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

END OF SECTION

SECTION II.

SPECIAL CONDITIONS

1. AWARD OF CONTRACT: The El Monte Union High School District realizes that the various Respondents may differ considerably in concept, design, structure and methods. Although the District reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposal, the award will be made to the responsive/responsible Respondent whose proposal represents, in the District's evaluation and judgment, the most advantageous combination of value to be delivered per dollar bid. Responsiveness/responsibility of the Respondent will be determined by an evaluation.

2. Addenda or Bulletins: Any addenda or bulletins issued by the District during the time of this RFP shall become a part of the RFP and contract documents.

END OF SECTION

SECTION III.

REQUEST FOR PROPOSAL FOR NETWORK EQUIPMENT

The El Monte Union High School District, El Monte, California, requests proposals to be submitted for the following purpose and in accordance with each of the following conditions:

1. **PURPOSE**: The District intends to enter into a thirty-six (36) month agreement, commencing approximately July 1, 2023, and ending September 30, 2026, which may be subject to two (2), additional twelve (12) month extensions. Funding for this contract will be subject to an approved annual budget; however, if funding is not forthcoming from the State of California, said agreement will be terminated and the equipment returned to the vendor. A non-appropriation clause must be included in the agreement.

2. **DUE DATE**: Proposals will be received up to, but not later than 10:00 a.m. (Local Time) on December 9, 2022. Proposals shall be received in **the Office of the Purchasing Department at 1003 Durfee Avenue, South El Monte, California 91733**. **RFPs are required to be presented in physical form only and must include one electronic copy on one flash drive. RFPs via email will NOT be accepted.** There will not be a bid opening. Any proposals received after the time specified above or after any extensions due to material changes shall be returned unopened.

3. All proposals become property of the District and are considered an irrevocable offer for one hundred twenty (120) days following the scheduled date and time set for the proposal opening.

4. **Requests for Clarifications**: Questions or clarifications are due no later **than November 4, 2022 at 12:00p.m**. and must be emailed to:
   Margarita Sanchez, Director of Purchasing Email: erate@emuhsd.org

DESCRIPTION OF THE DISTRICT:
The District is a high school district established in 1901, and is located in the heart of the San Gabriel Valley and just minutes of the Los Angeles Metropolitan Civic Center. Its schools include Arroyo, El Monte, Mountain View, Rosemead, South El Monte and Fernando R. Ledesma High School serving a combined student population of approximately 8,000 students. The District also includes the El Monte-Rosemead Adult School, considered to be one of California's largest and most respected adult programs serving approximately 13,000 students. The District philosophy of education calls for the school, the home and the community to work cooperatively toward the achievement of its educational goals. With a commitment to excellence underlying all goals, the Board of Trustees constantly strives to provide outstanding educational services to the youth and adults of the community.

1. **RESPONDENT QUALIFICATIONS:** In order to fulfill the necessary qualifications for providing the District with Network Equipment, the Respondent shall affirm that:

   A. Respondent is authorized to conduct business in the State of California.

   B. Respondent has the requisite background and credentials to provide the services requested.

   C. Respondent's legal form of entity is a sole proprietorship, partnership, corporation, joint venture, etc.

   D. Respondent shall be subject to all USAC, FCC, State and District specifications and requirements.

   E. Respondent must have a SPIN number which must be submitted with their proposal. Information on obtaining a SPIN is available at http://www.universalservice.org/sl/

   F. Respondent is experienced with related services and equipment with a value greater than $250,000, and shall have done so within the past five (5) years, three (3) years of which include servicing a school district of 10,000+ ADA, or a combination of an elementary and a high school district totaling 10,000+ ADA.

2. **PROPOSAL REQUIREMENTS:** The following items shall be included in the proposal:

A. The name, mailing address and telephone number of the firm submitting the proposal and the name of the person who has the authority to legally bind the firm in a contract.

B. Location of office(s) that will complete the project, the date the firm was established, number of years in service and number of employees.

C. California Business License number (attach copy of certification).

D. Resumes of each member of the proposed project team and a detailed organizational chart with key personnel for the project identified. These resumes should detail their education, related experience, qualifications, and project responsibilities.

E. Service Provider's SPIN number.

F. Service Provider's FCC Registration Number (FRN).

G. A list of five (5) references, all of which have been clients of the firm within the last three (3) years and for whom services provided were similar in nature and consisting of public school districts or colleges/universities from within the state of California. At least one must be located in Los Angeles County.

H. Attachments A - F (will not be counted as part of the maximum page requirement)

I. Respondent Acknowledgements:

1. 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 Substitutions.

2. All pricing and technology infrastructure information in its proposal shall be considered as public and non-confidential pursuant to Section §54.504 (2)(i)(ii).

3. Respondent's offer is considered to be the lowest corresponding price pursuant to Section §54.511(b). Should it not be the lowest corresponding price, Respondent must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

4. 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.

***Failure by Respondent to supply these documents may be considered grounds for disqualification.**

3. **EVALUATION 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:

Section §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.*

Section §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.*

The District may consider factors other than price alone in the consideration of bids; price for E-rate eligible goods and services will be the primary factor considered.

Proposals received will be evaluated according to the following criteria and point values:

No.	Factor	Max. Point Value
1	Cost of E-rate eligible goods and services	40
2	Adherence to the bid specifications	20
3	Experience with district	15
4	E-rate Experience	15
5	References	10
	Total Points	100

4. **COST:** The proposal shall provide a quotation of charges, including the following specific information: materials, transportation and services necessary, staff levels assigned, hours to be worked, cost per hour and total cost. Each prospective contractor shall also detail all other items that will be charged to the District and include them in its total proposal.

   Costs for preparing responses and any other related material is 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.

5. **PROPOSAL:** The proposal shall be submitted on the District's forms. Responses **must not exceed** ten (10), single-sided pages. Any additional informational documentation you desire to include may not exceed a maximum of three (3) pages.

6. **AWARD**: The District shall evaluate all proposals submitted. Qualified firms may be interviewed by a selected panel. The award will be based upon services offered, prior experience, availability of the firm or individual, references, and fees quoted. The District reserves the right to reject any or all of the proposals submitted without obligation to any firm responding to this announcement.

   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 of the proposal. For instance, if a response exceeds the E-rate funding limits set by USAC, the District may choose to only award up to the E-rate funding limit, less 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 any and all expenses that they may incur in preparing proposals.

END OF SECTION

EXHIBIT A
PRODUCT SPECIFICATIONS

I. SPECIFICATIONS

Line #	Item	Description	Part No.	Qty.	Link
1	Aruba 24P Multi Gig High PoE Switch	Aruba 6300M 24p HPE Smart Rate 1G/2.5G/5G/10G Class6 PoE and 2p 50G and 2p 25G Switch	R8S89A	12	Click here
2	Aruba Switch Power Supply	Aruba X372 54VDC 1050W 110-240VAC Power Supply	JL087A	12	Click here
3	Aruba 10G SFP Transceiver	Aruba 10G SFP+ LC LR 10km SMF Transceiver	J9151E	12	Click here
4	HPE Aruba AP-635 (US)	Indoor Standard AP	R7J28A	550	Click here
5	HPE Aruba AP-575 (US)	Outdoor Standard AP	R4H18A	80	Click here
6	AP-MNT-MP10-B	Drop Ceiling Mount 10 Pack	Q9G69A	50	
7	AP-MNT-MP10-D	Wall/Flat Surface Mount 10 Pack	Q9G71A	40	

Warranty: Standard manufacturer warranty for all equipment

District staff shall be responsible for handling all unboxing, rack mounting, labeling and testing of networking equipment.

The proposed equipment must be the model and brand listed or a District approved equal that meets or exceeds above specifications.

Trade Names and Alternatives:

For convenience in 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 equality of any material, process or article shall rest with service provider. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within 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.

All “or equal” components must not void and must be supported by corresponding manufacturer warranty.

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

END OF SECTION

EXHIBIT B
EL MONTE UNION HIGH SCHOOL DISTRICT
SCHOOL SITES AND DISTRICT OFFICES

Site	Address	City	Phone
Arroyo High School	4921 N. Cedar Avenue	El Monte, CA 91732	(626) 444 – 9201
Community Day School	5050 Kings Row	El Monte, CA 91732	(626) 258 - 4941
District Office	3537 Johnson Avenue	El Monte, CA 91731	(626) 444 – 9005
District Warehouse/ FMOT/ Nutrition Services Offices	1003 N. Durfee Avenue	S. El Monte, CA 91733	(626) 444 – 9005
El Monte High School	3048 N. Tyler Avenue	El Monte, CA 91731	(626) 444 – 7701
El Monte-Rosemead Adult School	10807 Ramona Blvd.	El Monte, CA 91731	(626) 258 – 5800
Fernando R. Ledesma High School	12347 Ramona Blvd.	El Monte, CA 91732	(626) 442 – 0481
Granada Child Care Center/ EMRAS	3513 Granada Avenue	El Monte, CA 91731	(626) 258 - 4970
Granada Transition Center	3513 Granada Avenue	El Monte, CA 91731	(626) 258 - 4970
Mountain View High School	2900 Parkway Drive	El Monte, CA 91732	(626) 443 – 6181
Rosemead High School	9063 E. Mission Drive	Rosemead, CA 91770	(626) 286 – 3141
South El Monte High School	1001 N. Durfee Avenue	S. El Monte, CA 91733	(626) 258 - 5600

END OF SECTION

ATTACHMENT A
E-RATE FUNDING YEAR 2023-2024 (E-RATE YEAR 26),
RFP ID: EMUHSD E-RATE 2022-23(P1) - CATEGORY 2 – NETWORK EQUIPMENT

PROPOSAL SUMMARY

Include all costs in your proposal. This proposal includes all items as indicated and as specified for the designated equipment. The base proposal sum ("Total Annual Expense") shall include all labor, materials, transportation and services necessary to complete said work.

Total amount of proposal **including** State or County Sales or Use tax (local tax rate 10.25%), if any, is:

_____Dollars ($_____)

Dated:_____, 2022

FIRM NAME: _____

BY: _____

ADDRESS: _____

CITY, STATE ZIP: _____

TELEPHONE: (_____)_____- _____

FAX: (_____)_____- _____

The Respondent is (Check One): ___Corporation ___ LLC ___Partnership ___Sole Proprietorship

If the Respondent is a Corporation, the proposal should be signed with the name of the Corporation by an officer authorized to execute a proposal on behalf of the Corporation. This Corporation is organized and existing under and by virtues of the Laws of the State of Federal Tax ID Number:_____.

If the Respondent is a Partnership, the proposal should be signed with the name of the partnership by one of the partners. Federal Tax ID Number:_____.

If the Respondent is unincorporated and a Sole Proprietorship, the proposal should be signed with the name of the Sole Proprietor by that person. Social Security Number:_____.

END OF SECTION

ATTACHMENT B
E-RATE FUNDING YEAR 2023-2024 (E-RATE YEAR 26),
RFP ID: EMUHSD E-RATE 2022-23(P1) - CATEGORY 2 – NETWORK EQUIPMENT

PROPOSAL FORM

***CATEGORY 2: NETWORK EQUIPMENT**

Line #	Item	Description	Part No.	Qty.	Unit Cost	Extended Cost
1	Aruba 24P Multi Gig High PoE Switch	Aruba 6300M 24p HPE Smart Rate 1G/2.5G/5G/10G Class6 PoE and 2p 50G and 2p 25G Switch	R8S89A	12	$	$
2	Aruba Switch Power Supply	Aruba X372 54VDC 1050W 110-240VAC Power Supply	JL087A	12	$	$
3	Aruba 10G SFP Transceiver	Aruba 10G SFP+ LC LR 10km SMF Transceiver	J9151E	12	$	$
4	HPE Aruba AP-635 (US)	Indoor Standard AP	R7J28A	550	$	$
5	HPE Aruba AP-575 (US)	Outdoor Standard AP	R4H18A	80	$	$
6	AP-MNT-MP10-B	Drop Ceiling Mount 10 Pack	Q9G69A	50	$	$
7	AP-MNT-MP10-D	Wall/Flat Surface Mount 10 Pack	Q9G71A	40	$	$
					Subtotal:	**$**
					Tax (10.25%):	**$**
					Shipping:	**$**
					TOTAL:	**$**

****Attach itemized proposal on company letterhead***

LICENSING FEE: (IF APPLICABLE)

_____ dollars and ___/00 ($_____)

1. ITEMS SPECIFIED MUST BE EQUAL TO, OR EXCEED THE SPECS PROVIDED WITHIN THE ITEM DESCRIPTIONS
2. F.O.B. DESTINATION TO ZIP CODE 91733
3. FREIGHT INCLUDED

TERMS: If awarded the contract, we agree to deliver the order within approximately _____ calendar days after approval/ receipt of necessary details.

END OF SECTION

ATTACHMENT C

CRIMINAL RECORDS CHECK CERTIFICATION
(AB 1610, 1612, 2102)
(EDUCATION CODE 45125.1)

E-RATE FUNDING YEAR 2023-2024 (E-RATE YEAR 26),
RFP ID: EMUHSD E-RATE 2022-23(P1) - CATEGORY 2 – NETWORK EQUIPMENT

To the Board of Trustees of the El Monte Union High School District:

I,_____,am the_____of _____ (hereinafter "Contractor") and in such capacity I, on behalf of Contractor, hereby certify that:

I have carefully read and understand the Notice Regarding Criminal Records Check which is included. Due to the nature of the work I will be performing for the DISTRICT, my employees may have contact with students of the DISTRICT. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice Re: Criminal Record Check and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at_____, California, on _____
(Date)

_____
Signature

_____
Print Name

_____
Title

_____
Address

_____
Telephone

END OF SECTION

ATTACHMENT D

DRUG-FREE WORKPLACE CERTIFICATION
E-RATE FUNDING YEAR 2023-2024 (E-RATE YEAR 26),
RFP ID: EMUHSD E-RATE 2022-23(P1) - CATEGORY 2 – NETWORK EQUIPMENT

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:

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 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 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 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.

_____	_____
Contractor	Date
_____	_____
Signature	Title

END OF SECTION

ATTACHMENT E

WORKER'S COMPENSATION CERTIFICATION
E-RATE FUNDING YEAR 2023-2024 (E-RATE YEAR 26),
RFP ID: EMUHSD E-RATE 2022-23(P1) - CATEGORY 2 – NETWORK EQUIPMENT

Labor Code Section 3700 provides in relevant part:

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

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

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

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

_____
Contractor

_____
Signature

_____
Print Name

_____
Title

_____
Date

(In accordance with Section 1860 and 1861 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

END OF SECTION

ATTACHMENT F

NON-COLLUSION AFFIDAVIT
(PUBLIC CONTRACT CODE 7106)

E-RATE FUNDING YEAR 2023-2024 (E-RATE YEAR 26),
RFP ID: EMUHSD E-RATE 2022-23(P1) - CATEGORY 2 – NETWORK EQUIPMENT

State of California)

) ss.

County of_____)

_____)

_____being first duly sworn, deposes and says that he or she is _____ of _____, the party submitting the foregoing RFP, that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other Respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the RFP price of the Respondent or any other Respondent, or to fix any overhead, profit or cost element of the RFP price, or of that of any other Respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Respondent has not, directly or indirectly, submitted their fee or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

_____
Respondent's Signature

NOTARY:

ATTACHMENT G

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. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the 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 numbers of students eligible for free and reduced price meals.

1) **E-RATE CONTINGENCY**
The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval 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 make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

a. Service Providers are required to be in full compliance with all current 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 may be found at this website: https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/

c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: https://www.fcc.gov/wireless/support/universal-licensing-system-uls-resources/getting-fcc-registration-number-frn

d. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2023.

e. 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).

f. Goods and services quoted 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.

g. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template" for construction of the various Funding Requests. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

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.

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 Substitutions.

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). 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/. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

d. **BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.**

e. The Service Provider attests that its offer does not violate the FCC's October 29, 2019 Report and Order, Notice of Proposed Rulemaking, and Order (FCC-CIRC1911-01) addressing issues of "National Security Threats to the Communications Supply Chain Through FCC Programs" which "prohibits the use of USF funds to purchase or obtain any equipment or services produced or provided by a company posing a national security threat to the integrity of communications networks or the communications supply chain."

f. 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) 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 only be responsible 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 the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and 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.

5) 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 reserves 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.

6) **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 are in agreement with coterminous expiration conditions.

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

Signature: _____ **Title**: _____

Phone Number: _____ **Email**: _____

Service Provider Name:
_____

END OF SECTION

ATTACHMENT H

CERTIFICATION OF REQUEST FOR PROPOSALS

E-RATE FUNDING YEAR 2023-2024 (E-RATE YEAR 26),
RFP ID: EMUHSD E-RATE 2022-23(P1) - CATEGORY 2 – NETWORK EQUIPMENT
FCC 470 FORM NO. 230001287

I certify that I have read the attached Request for Proposal, **E-RATE FUNDING YEAR 2023-2024 (E-RATE YEAR 26) RFP ID: EMUHSD E-RATE 2022-23(P1) - CATEGORY 2 NETWORK EQUIPMENT**, and the instructions for submitting an RFP. I further certify that I must submit one (1) original (signed and bound) copy, five (5) copies and one (1) PDF copy of the firm's proposal on a USB ("flash") drive in response to this request, and that I am authorized to bind the firm to the proposal submitted.

Signature	Date
Type or Print Name	Phone
Title	Fax
Company	Federal Tax I.D. Number
Address	Email

If Respondent is a corporation, then please provide the corporate seal here:

ATTACHMENT I

Form W-9 (Rev. October 2018) issued by the Department of the Treasury Internal Revenue Service, attached and follows this page.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.