



March 20, 2020

REQUEST FOR PROPOSAL: SYLVAN UNION SCHOOL DISTRICT

DISTRICT WIRELESS UPGRADES:

INTERNAL CONNECTIONS, RFP NO. 2020/2021-02



TABLE OF CONTENTS (Indexed off digital page count in PDF)

| | |
|---|----|
| PROPOSAL FORM COVER SHEET, PROPOSAL FORM AND PROPOSAL | 3 |
| BID BOND | 33 |
| NON-COLLUSION AFFIDAVIT | 39 |
| VENDOR’S CERTIFICATE REGARDING WORKERS’ COMPENSATION | 41 |
| CONDUCT RULES FOR VENDOR’S | 43 |
| REFERENCE’S | 45 |
| POLICY REGARDING SOURCE CODE | 50 |
| ADDENDA[S] | 52 |
| SPECIFICATIONS / MISCELLANEOUS INFO. | 54 |

*PROPOSAL FORM COVER
SHEET, PROPOSAL FORM
AND PROPOSAL*

COVER LETTER

On behalf of Datapath, I would like to thank Sylvan Union School District (SUSD) for considering us for this opportunity. We admire SUSD initiative to improve the network infrastructure across the district.

Attached, please find our response to your RFP: 470 #200020334.

This proposal is irrevocable and valid for up to 1 year after the RFP closing date.

The proposed project included in this response will be completed on or before SUSD required completion date.

Datapath has extensive experience in working with large scale E-Rate contracts/E-Rate projects within the scopes and timelines outlined in the RFP. We understand the rules and regulations involved and that the contract is contingent upon funding.

Our proposal includes a solution comprised of Ruckus Wireless equipment. We feel this solution set will best meet the current and future networking needs of Sylvan Union School District. The provided solution works hand-in-hand with Ruckus Cloudpath for simple wireless on-boarding and provides a single pane of glass for management of the Ruckus Switching & Wireless environment. Datapath has successful experience with the proposed solution in districts with over 45,000 devices and is confident in the Ruckus Hardware, backed by Datapath services, as both fiscally sound and feature rich without pricey licensing and warranty renewals.



James Bates, COO & Co-Founder
Datapath

DESCRIPTION OF FIRM

Datapath's experience with school districts and large organizations, implementing large-scale networking solutions, aligns with the required skill set to provide the services for Sylvan Union School District as outlined in this RFP. Datapath has the staff, project management experience, and support to successfully perform the scope of work laid out in this response.

Datapath currently supports and manages tens of thousands of computers and over 3,500 servers while overseeing the support and resolution of more than 4,000 support requests per month, with daily exposure to various software packages, network equipment, and computer systems spread across a diverse client base.

Number of Clients: 335+

Number of Public Sector Clients (Government and Education): 60+

Length of time in business of providing proposed services: 15 years

Number of full-time personnel: 47

Number of Licensed Professionals: 35

Technical Engineers/Personnel: 27

Sales, marketing and administrative support: 11

Location for service: HQ: 318 McHenry Ave., Modesto, California 95354
1035 E. Olive Ave., Fresno, CA 93728

Legal Name: Data Path, Inc.

Physical Address: 318 McHenry Ave., Modesto, CA. 95354

Phone: 209-521-0055 **Fax:** 888-499-1959

Key Contact:

James Bates, COO & Co-Founder

209-312-9805

jbates@mydatapath.com

SPIN Number:

143032599

FCC Registration Number (FRN)#:

0020676102

Datapath is looking forward to the opportunity to serve and partner with Sylvan Union School District. We are confident in our staff, project management experience and support to successfully perform the scope of work laid out in this response.

FIRM NAME: Data Path, Inc.

ADDRESS: 318 McHenry Ave, Modesto, CA 95354

TELEPHONE: (800) 838-1488 **FAX:** (888) 499-1959

E-MAIL ADDRESS: jbates@mydatapath.com

PROPOSAL FORM

FOR

DISTRICT WIRELESS UPGRADES: INTERNAL CONNECTIONS E-RATE YEAR 2020

RFP NO. 2020/2021-02

PROPOSAL FORM

TO: Sylvan Union School District,

Acting by and through its Governing Board, herein call the "District":

- Pursuant to and in compliance with your Notice to Vendor's and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of contract and the cost of the work at the place where the services are to be done and with the specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the services required in connection with the following:

**DISTRICT WIRELESS UPGRADES:
INTERNAL CONNECTION
E-RATE YEAR 2020
RFP NO. 2020/2021-02**

All in strict conformity with the specifications and other contract documents, the undersigned has thoroughly examined any and all addenda(s) issued during the proposal period and are thoroughly familiar with all contents thereof and acknowledges receipt of the following addenda[s]:

| | |
|----------------------------|------------------------------------|
| Addendum No. <u> 1 </u> | Date Received <u> 2/21/2020 </u> |
| Addendum No. <u> </u> | Date Received <u> </u> |
| Addendum No. <u> </u> | Date Received <u> </u> |

Bidder to list all addenda[s] (if any) on file at the office of the Business Department of said District.

For the lump sum of:

Option A: Three hundred sixty three thousand, seven hundred sixty four dollars and fifty five cents
(in words) (\$ 363,764.55)

Option B: Three hundred seventy five thousand, five hundred fifty four dollars and sixty eight cents
(in words) (\$ 375,554.68)

Option C: Four hundred fifty seven thousand, one hundred seventy nine dollars and nineteen cents
(in words) (\$ 457,179.19)

1. Signature of Bidder further confirms that the bidder is binding specified product with no exceptions.
2. It is understood that the District reserves the right to reject this proposal and that this proposal shall remain open and not be withdrawn for the period specified in the Notice to Vendor's - Request for Proposal.
3. Each individual proposal term shall be determined from the specifications, and all other portions of the proposal documents, and shall include all items necessary to complete the services, including the assumption of all obligations, duties, and responsibilities necessary for the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the service: complete system consisting of software, hardware (Vendor required to supply minimum specifications on hardware), installation, data conversion, software customization, training, maintenance and software support, including standard District, State & Federal reports; and bonds and insurances; all as per the requirements of the proposal documents, whether or nor expressly listed or designated.
4. In submitting this proposal, the Vendor acknowledges that the General Terms and Conditions for the DISTRICT WIRELESS UPGRADES: Internal Connections are an integral part of the contract documents and that the General Terms and Conditions have been read, understood and accepted by bidder. The bidder understands and agrees not to disclaim knowledge of the meaning and effect of any term or provision of the General Conditions and agrees to strictly abide by their meaning and intent.
5. The required Bid Bond is hereto attached.
6. The required Non-Collusion Affidavit is hereto attached
7. The required Vendor's Certificate Regarding Workers' Compensation is hereto attached.
8. It is understood and agreed that if written notice of intent to award this proposal is mailed, telegraphed, or delivered to the undersigned after the evaluation of proposals within the time this proposal is required to remain open, or at any time thereafter before the proposal is withdrawn, the undersigned will execute and deliver to the District a contract in accordance with the documents as accepted, and that he will also furnish and deliver to the District the Performance and Payment Bond as specified, all within Five (5) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's notice to the Vendor to proceed, and shall be completed by the Vendor in the time specified in the contract documents.
9. All notices or other correspondence should be addressed to the undersigned at the address stated below.

318 McHenry Ave., Modesto, CA 95354

10. The names of all persons interested in the foregoing proposal as principals are as follows:
James Bates
David Darmstandler
Data Path, Inc.

(IMPORTANT NOTICE: If Vendor or other interested person is a **corporation**, state legal name of corporation, also names of the president, secretary treasurer, and manager thereof; if a **co-partnership**, state true name of firm, also names of all individual co-partners composing firm; if Vendor or other interested person is an **individual**, state first and last names in full).

11. If the Vendor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and that whose title is COO and Owner whose title is Secretary & Treasurer is/are authorized to act for and bind the corporation.

12. The undersigned bidder shall be licensed and shall provide the following information:

| | |
|--|----------------------------------|
| Bidder's California Contractor's License Number: | <u>1041107</u> |
| License Expiration date: | <u>06/26/2020</u> |
| Name on License: | <u>DATA PATH INC</u> |
| Type of License: | <u>C-7 - Low Voltage Systems</u> |

13. It is understood and agreed that if requested by the District, the Vendor shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

14. Service Provider Identification Number (SPIN) 143032599
Federal Registration Number (FCC-FRN) 0020676102

I, the below-indicated bidder, declare under penalty of perjury under the laws of the State of California, that the information provided and representations made in the proposal are true and correct.

Data Path, Inc.

Name of Bidder Firm– please print

James Bates

Proper Name of Bidder – please print

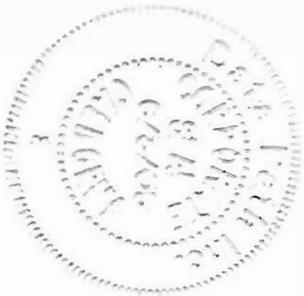
318 McHenry Ave, Modesto, CA 95354

Address

By: *James Bates*
Signature of Bidder

Date: 3/2/2020

(Corporate Seal)



SUMMARY OF PRICING

Datapath is providing this pricing summary page as a "How to read pricing sheet" to clarify the multiple options available to Sylvan Union School District as spelled out in the original RFP and the Addendum #1 released on February 21, 2020. The pricing proposals are attached in the following sections as labeled:

Option A- This pricing proposal is for the hardware, licensing, and professional services requested per the original RFP. This proposal does not include the replacement of the wiring or the testing & certification of the existing wiring.

Option B- This pricing proposal includes everything in Option A **PLUS Testing and Verify/Certify each cable connecting to the Access Points** as requested in the original RFP + Addendum #1. This pricing proposal is based on the following question and answers:

Q: Does the district expect for new CAT6 copper cable to be installed (highly recommended) to each upgraded AP to ensure full capability to meet the districts requirements and performance now and into the future?

- a. Existing APs "appear" to have outdated CAT copper cables placed at this time.
- b. "If" installing new CAT 6 cables we would need to install new CAT 6 patch panels in the IDF and RJ-45 jacks at each AP and new CAT6 patch cords.
- c. If not replacing the existing copper cables, does the district want to have the existing copper cables tested and verified?

A: **District would be interested in seeing proposals for either option**, one reflecting new CAT6 copper cable to be installed, but also a proposal reflecting existing copper cables **If providing a proposal reflecting the existing copper cables, the district would like to have them tested and verified.**

Option C- This pricing proposal includes everything in Option A **PLUS New CAT6 Copper Cable to be Installed for each Access Point** (*note all New Cables are Tested and Certified as part of the Installation of New CAT6 Copper Cabling) as requested in the original RFP + Addendum #1. This pricing proposal is based on the following questions and answers:

Q: Does the district expect for new CAT6 copper cable to be installed (highly recommended) to each upgraded AP to ensure full capability to meet the districts requirements and performance now and into the future?

- a. Existing APs "appear" to have outdated CAT copper cables placed at this time.
- b. "If" installing new CAT 6 cables we would need to install new CAT 6 patch panels in the IDF and RJ-45 jacks at each AP and new CAT6 patch cords.
- c. If not replacing the existing copper cables, does the district want to have the existing copper cables tested and verified?

A: **District would be interested in seeing proposals for either option**, one reflecting new CAT6 copper cable to be installed, but also a proposal reflecting existing copper cables **If providing a proposal reflecting the existing copper cables, the district...**



PROPOSAL FOR

OPTION A

ERate 2020 - Wireless APs

Sylvan Union School District

605 Sylvan Avenue
Modesto, CA 95350

March 20, 2020



Orchard

| Description | | Price | Qty | Ext. Price |
|------------------|--|------------|-----|--------------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 32 | \$12,833.92 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 32 | \$470.08 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 32 | \$920.00 |
| LABOR | Installation | \$9,690.00 | 1 | \$9,690.00 |
| Subtotal: | | | | \$23,914.00 |

Sanders

| Description | | Price | Qty | Ext. Price |
|------------------|--|------------|-----|--------------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 31 | \$12,432.86 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 31 | \$455.39 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 31 | \$891.25 |
| LABOR | Installation | \$9,392.50 | 1 | \$9,392.50 |
| Subtotal: | | | | \$23,172.00 |

Savage

| Description | | Price | Qty | Ext. Price |
|------------------|--|-------------|-----|--------------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 47 | \$18,849.82 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 47 | \$690.43 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 47 | \$1,351.25 |
| LABOR | Installation | \$14,237.50 | 1 | \$14,237.50 |
| Subtotal: | | | | \$35,129.00 |

Somerset

| Description | | Price | Qty | Ext. Price |
|---------------|--|-------------|-----|-------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 53 | \$21,256.18 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 53 | \$778.57 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 53 | \$1,523.75 |
| LABOR | Installation | \$16,065.00 | 1 | \$16,065.00 |



Somerset

| Description | Price | Qty | Ext. Price |
|-------------|-------|-----|------------------------------|
| | | | Subtotal: \$39,623.50 |

Sylvan

| Description | Price | Qty | Ext. Price |
|--|------------|-----|------------------------------|
| 901-R750-US00 R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 24 | \$9,625.44 |
| S41-0001-1LSG SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 24 | \$352.56 |
| L09-0001-SG00 AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 24 | \$690.00 |
| LABOR Installation | \$7,267.50 | 1 | \$7,267.50 |
| | | | Subtotal: \$17,935.50 |

Ustach

| Description | Price | Qty | Ext. Price |
|--|-------------|-----|------------------------------|
| 901-R750-US00 R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 55 | \$22,058.30 |
| S41-0001-1LSG SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 55 | \$807.95 |
| L09-0001-SG00 AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 55 | \$1,581.25 |
| LABOR Installation | \$16,660.00 | 1 | \$16,660.00 |
| | | | Subtotal: \$41,107.50 |

CF Brown

| Description | Price | Qty | Ext. Price |
|--|------------|-----|------------------------------|
| 901-R750-US00 R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 29 | \$11,630.74 |
| S41-0001-1LSG SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 29 | \$426.01 |
| L09-0001-SG00 AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 29 | \$833.75 |
| LABOR Installation | \$8,797.50 | 1 | \$8,797.50 |
| | | | Subtotal: \$21,688.00 |

Crossroads

| Description | Price | Qty | Ext. Price |
|---|----------|-----|-------------|
| 901-R750-US00 R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 37 | \$14,839.22 |



Crossroads

| Description | Price | Qty | Ext. Price |
|--|-------------|-----|-------------|
| S41-0001-1LSG SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 37 | \$543.53 |
| L09-0001-SG00 AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 37 | \$1,063.75 |
| LABOR Installation | \$11,177.50 | 1 | \$11,177.50 |
| Subtotal: | | | \$27,624.00 |

Freedom

| Description | Price | Qty | Ext. Price |
|--|-------------|-----|-------------|
| 901-R750-US00 R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 36 | \$14,438.16 |
| S41-0001-1LSG SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 36 | \$528.84 |
| L09-0001-SG00 AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 36 | \$1,035.00 |
| LABOR Installation | \$10,880.00 | 1 | \$10,880.00 |
| Subtotal: | | | \$26,882.00 |

Sherwood

| Description | Price | Qty | Ext. Price |
|--|------------|-----|-------------|
| 901-R750-US00 R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 29 | \$11,630.74 |
| S41-0001-1LSG SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 29 | \$426.01 |
| L09-0001-SG00 AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 29 | \$833.75 |
| LABOR Installation | \$8,797.50 | 1 | \$8,797.50 |
| Subtotal: | | | \$21,688.00 |

Standiford

| Description | Price | Qty | Ext. Price |
|--|------------|-----|-------------|
| 901-R750-US00 R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 29 | \$11,630.74 |
| S41-0001-1LSG SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 29 | \$426.01 |
| L09-0001-SG00 AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 29 | \$833.75 |
| LABOR Installation | \$8,797.50 | 1 | \$8,797.50 |
| Subtotal: | | | \$21,688.00 |



Stockard

| Description | Price | Qty | Ext. Price |
|--|------------|-----|--------------------|
| 901-R750-US00 R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 28 | \$11,229.68 |
| S41-0001-1LSG SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 28 | \$411.32 |
| L09-0001-SG00 AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 28 | \$805.00 |
| LABOR Installation | \$8,500.00 | 1 | \$8,500.00 |
| Subtotal: | | | \$20,946.00 |

Woodrow

| Description | Price | Qty | Ext. Price |
|--|------------|-----|--------------------|
| 901-R750-US00 R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 29 | \$11,630.74 |
| S41-0001-1LSG SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 29 | \$426.01 |
| L09-0001-SG00 AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 29 | \$833.75 |
| LABOR Installation | \$8,797.50 | 1 | \$8,797.50 |
| Subtotal: | | | \$21,688.00 |

District

| Description | Price | Qty | Ext. Price |
|------------------|------------|-----|-------------------|
| Performance Bond | \$6,182.24 | 1 | \$6,182.24 |
| Subtotal: | | | \$6,182.24 |



PROPOSAL FOR

ERate 2020 - Wireless APs - Option A

Prepared for:
Sylvan Union School District
605 Sylvan Avenue
Modesto, CA 95350

Prepared by:
Datapath
James Bates
jbates@mydatapath.com

Proposal Information:
Proposal # 015905
Version: 3

Proposal Summary

| | Amount |
|----------------|--------------|
| Orchard | \$23,914.00 |
| Sanders | \$23,172.00 |
| Savage | \$35,129.00 |
| Somerset | \$39,623.50 |
| Sylvan | \$17,935.50 |
| Ustach | \$41,107.50 |
| CF Brown | \$21,688.00 |
| Crossroads | \$27,624.00 |
| Freedom | \$26,882.00 |
| Sherwood | \$21,688.00 |
| Standiford | \$21,688.00 |
| Stockard | \$20,946.00 |
| Woodrow | \$21,688.00 |
| District | \$6,182.24 |
| Subtotal: | \$349,267.74 |
| Estimated Tax: | \$14,496.81 |
| Total: | \$363,764.55 |



PROPOSAL FOR

OPTION B

*ERate 2020 - Wireless APs plus
Test/Certify Existing Cabling*

Sylvan Union School District

605 Sylvan Avenue
Modesto, CA 95350

March 20, 2020



Orchard

| Description | | Price | Qty | Ext. Price |
|-------------------|---|------------|-----|--------------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 32 | \$12,833.92 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 32 | \$470.08 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 32 | \$920.00 |
| LABOR | Installation | \$9,690.00 | 1 | \$9,690.00 |
| Low Voltage Labor | Testing and Certification of Network Cable to Wireless Access Point | \$25.25 | 32 | \$808.00 |
| Subtotal: | | | | \$24,722.00 |

Sanders

| Description | | Price | Qty | Ext. Price |
|-------------------|---|------------|-----|--------------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 31 | \$12,432.86 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 31 | \$455.39 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 31 | \$891.25 |
| LABOR | Installation | \$9,392.50 | 1 | \$9,392.50 |
| Low Voltage Labor | Testing and Certification of Network Cable to Wireless Access Point | \$25.25 | 31 | \$782.75 |
| Subtotal: | | | | \$23,954.75 |

Savage

| Description | | Price | Qty | Ext. Price |
|-------------------|---|-------------|-----|--------------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 47 | \$18,849.82 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 47 | \$690.43 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 47 | \$1,351.25 |
| LABOR | Installation | \$14,237.50 | 1 | \$14,237.50 |
| Low Voltage Labor | Testing and Certification of Network Cable to Wireless Access Point | \$25.25 | 47 | \$1,186.75 |
| Subtotal: | | | | \$36,315.75 |



Somerset

| Description | | Price | Qty | Ext. Price |
|-------------------|---|-------------|-----|--------------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 53 | \$21,256.18 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 53 | \$778.57 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 53 | \$1,523.75 |
| LABOR | Installation | \$16,065.00 | 1 | \$16,065.00 |
| Low Voltage Labor | Testing and Certification of Network Cable to Wireless Access Point | \$25.25 | 53 | \$1,338.25 |
| Subtotal: | | | | \$40,961.75 |

Sylvan

| Description | | Price | Qty | Ext. Price |
|-------------------|---|------------|-----|--------------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 24 | \$9,625.44 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 24 | \$352.56 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 24 | \$690.00 |
| LABOR | Installation | \$7,267.50 | 1 | \$7,267.50 |
| Low Voltage Labor | Testing and Certification of Network Cable to Wireless Access Point | \$25.25 | 24 | \$606.00 |
| Subtotal: | | | | \$18,541.50 |

Ustach

| Description | | Price | Qty | Ext. Price |
|-------------------|---|-------------|-----|--------------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 55 | \$22,058.30 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 55 | \$807.95 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 55 | \$1,581.25 |
| LABOR | Installation | \$16,660.00 | 1 | \$16,660.00 |
| Low Voltage Labor | Testing and Certification of Network Cable to Wireless Access Point | \$25.25 | 55 | \$1,388.75 |
| Subtotal: | | | | \$42,496.25 |



CF Brown

| Description | | Price | Qty | Ext. Price |
|-------------------|---|------------|-----|-------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 29 | \$11,630.74 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 29 | \$426.01 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 29 | \$833.75 |
| LABOR | Installation | \$8,797.50 | 1 | \$8,797.50 |
| Low Voltage Labor | Testing and Certification of Network Cable to Wireless Access Point | \$25.25 | 29 | \$732.25 |
| Subtotal: | | | | \$22,420.25 |

Crossroads

| Description | | Price | Qty | Ext. Price |
|-------------------|---|-------------|-----|-------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 37 | \$14,839.22 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 37 | \$543.53 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 37 | \$1,063.75 |
| LABOR | Installation | \$11,177.50 | 1 | \$11,177.50 |
| Low Voltage Labor | Testing and Certification of Network Cable to Wireless Access Point | \$25.25 | 37 | \$934.25 |
| Subtotal: | | | | \$28,558.25 |

Freedom

| Description | | Price | Qty | Ext. Price |
|-------------------|---|-------------|-----|-------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 36 | \$14,438.16 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 36 | \$528.84 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 36 | \$1,035.00 |
| LABOR | Installation | \$10,880.00 | 1 | \$10,880.00 |
| Low Voltage Labor | Testing and Certification of Network Cable to Wireless Access Point | \$25.25 | 36 | \$909.00 |
| Subtotal: | | | | \$27,791.00 |



Sherwood

| Description | | Price | Qty | Ext. Price |
|-------------------|---|------------|-----|-------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 29 | \$11,630.74 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 29 | \$426.01 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 29 | \$833.75 |
| LABOR | Installation | \$8,797.50 | 1 | \$8,797.50 |
| Low Voltage Labor | Testing and Certification of Network Cable to Wireless Access Point | \$25.25 | 29 | \$732.25 |
| Subtotal: | | | | \$22,420.25 |

Standiford

| Description | | Price | Qty | Ext. Price |
|-------------------|---|------------|-----|-------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 29 | \$11,630.74 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 29 | \$426.01 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 29 | \$833.75 |
| LABOR | Installation | \$8,797.50 | 1 | \$8,797.50 |
| Low Voltage Labor | Testing and Certification of Network Cable to Wireless Access Point | \$25.25 | 29 | \$732.25 |
| Subtotal: | | | | \$22,420.25 |

Stockard

| Description | | Price | Qty | Ext. Price |
|-------------------|---|------------|-----|-------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 28 | \$11,229.68 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 28 | \$411.32 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 28 | \$805.00 |
| LABOR | Installation | \$8,500.00 | 1 | \$8,500.00 |
| Low Voltage Labor | Testing and Certification of Network Cable to Wireless Access Point | \$25.25 | 28 | \$707.00 |
| Subtotal: | | | | \$21,653.00 |



Woodrow

| Description | | Price | Qty | Ext. Price |
|-------------------|---|------------|-----|-------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 29 | \$11,630.74 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 29 | \$426.01 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 29 | \$833.75 |
| LABOR | Installation | \$8,797.50 | 1 | \$8,797.50 |
| Low Voltage Labor | Testing and Certification of Network Cable to Wireless Access Point | \$25.25 | 29 | \$732.25 |
| Subtotal: | | | | \$22,420.25 |

District

| Description | | Price | Qty | Ext. Price |
|------------------|--|------------|-----|------------|
| Performance Bond | | \$6,382.62 | 1 | \$6,382.62 |
| Subtotal: | | | | \$6,382.62 |



PROPOSAL FOR

ERate 2020 - Wireless APs - Option B

Prepared for:
Sylvan Union School District
605 Sylvan Avenue
Modesto, CA 95350

Prepared by:
Datapath
James Bates
jbates@mydatapath.com

Proposal Information:
Proposal # 015956
Version: 2

Proposal Summary

| | Amount |
|----------------|--------------|
| Orchard | \$24,722.00 |
| Sanders | \$23,954.75 |
| Savage | \$36,315.75 |
| Somerset | \$40,961.75 |
| Sylvan | \$18,541.50 |
| Ustach | \$42,496.25 |
| CF Brown | \$22,420.25 |
| Crossroads | \$28,558.25 |
| Freedom | \$27,791.00 |
| Sherwood | \$22,420.25 |
| Standiford | \$22,420.25 |
| Stockard | \$21,653.00 |
| Woodrow | \$22,420.25 |
| District | \$6,382.62 |
| Subtotal: | \$361,057.87 |
| Estimated Tax: | \$14,496.81 |
| Total: | \$375,554.68 |



PROPOSAL FOR

OPTION C

*ERate 2020 - Wireless APs plus
New CAT6 Cabling to each AP*

Sylvan Union School District

605 Sylvan Avenue
Modesto, CA 95350

March 20, 2020



Orchard

| Description | | Price | Qty | Ext. Price |
|------------------------------|--|------------|-----|--------------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 32 | \$12,833.92 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 32 | \$470.08 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 32 | \$920.00 |
| LABOR | Installation | \$9,690.00 | 1 | \$9,690.00 |
| Low Voltage Labor | Installation Labor to Rewire Access Point - Includes Cable Testing and Certification | \$130.76 | 32 | \$4,184.32 |
| Structured Cabling Materials | Cabling Materials - Includes all necessary pathway, cabling, terminations & patch panels | \$64.24 | 32 | \$2,055.68 |
| Subtotal: | | | | \$30,154.00 |

Sanders

| Description | | Price | Qty | Ext. Price |
|------------------------------|--|------------|-----|--------------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 31 | \$12,432.86 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 31 | \$455.39 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 31 | \$891.25 |
| LABOR | Installation | \$9,392.50 | 1 | \$9,392.50 |
| Low Voltage Labor | Installation Labor to Rewire Access Point - Includes Cable Testing and Certification | \$130.76 | 31 | \$4,053.56 |
| Structured Cabling Materials | Cabling Materials - Includes all necessary pathway, cabling, terminations & patch panels | \$64.24 | 31 | \$1,991.44 |
| Subtotal: | | | | \$29,217.00 |

Savage

| Description | | Price | Qty | Ext. Price |
|---------------|--|-------------|-----|-------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 47 | \$18,849.82 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 47 | \$690.43 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 47 | \$1,351.25 |
| LABOR | Installation | \$14,237.50 | 1 | \$14,237.50 |



Savage

| Description | Price | Qty | Ext. Price |
|--|----------|-----|-------------|
| Low Voltage Labor Installation Labor to Rewire Access Point - Includes Cable Testing and Certification | \$130.76 | 47 | \$6,145.72 |
| Structured Cabling Materials Cabling Materials - Includes all necessary pathway, cabling, terminations & patch panels | \$64.24 | 47 | \$3,019.28 |
| Subtotal: | | | \$44,294.00 |

Somerset

| Description | Price | Qty | Ext. Price |
|--|-------------|-----|-------------|
| 901-R750-US00 R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 53 | \$21,256.18 |
| S41-0001-1LSG SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 53 | \$778.57 |
| L09-0001-SG00 AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 53 | \$1,523.75 |
| LABOR Installation | \$16,065.00 | 1 | \$16,065.00 |
| Low Voltage Labor Installation Labor to Rewire Access Point - Includes Cable Testing and Certification | \$130.76 | 53 | \$6,930.28 |
| Structured Cabling Materials Cabling Materials - Includes all necessary pathway, cabling, terminations & patch panels | \$64.24 | 53 | \$3,404.72 |
| Subtotal: | | | \$49,958.50 |

Sylvan

| Description | Price | Qty | Ext. Price |
|--|------------|-----|-------------|
| 901-R750-US00 R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 24 | \$9,625.44 |
| S41-0001-1LSG SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 24 | \$352.56 |
| L09-0001-SG00 AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 24 | \$690.00 |
| LABOR Installation | \$7,267.50 | 1 | \$7,267.50 |
| Low Voltage Labor Installation Labor to Rewire Access Point - Includes Cable Testing and Certification | \$130.76 | 24 | \$3,138.24 |
| Structured Cabling Materials Cabling Materials - Includes all necessary pathway, cabling, terminations & patch panels | \$64.24 | 24 | \$1,541.76 |
| Subtotal: | | | \$22,615.50 |



Ustach

| Description | | Price | Qty | Ext. Price |
|------------------------------|--|-------------|-----|--------------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 55 | \$22,058.30 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 55 | \$807.95 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 55 | \$1,581.25 |
| LABOR | Installation | \$16,660.00 | 1 | \$16,660.00 |
| Low Voltage Labor | Installation Labor to Rewire Access Point - Includes Cable Testing and Certification | \$130.76 | 55 | \$7,191.80 |
| Structured Cabling Materials | Cabling Materials - Includes all necessary pathway, cabling, terminations & patch panels | \$64.24 | 55 | \$3,533.20 |
| Subtotal: | | | | \$51,832.50 |

CF Brown

| Description | | Price | Qty | Ext. Price |
|------------------------------|--|------------|-----|--------------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 29 | \$11,630.74 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 29 | \$426.01 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 29 | \$833.75 |
| LABOR | Installation | \$8,797.50 | 1 | \$8,797.50 |
| Low Voltage Labor | Installation Labor to Rewire Access Point - Includes Cable Testing and Certification | \$130.76 | 29 | \$3,792.04 |
| Structured Cabling Materials | Cabling Materials - Includes all necessary pathway, cabling, terminations & patch panels | \$64.24 | 29 | \$1,862.96 |
| Subtotal: | | | | \$27,343.00 |

Crossroads

| Description | | Price | Qty | Ext. Price |
|-------------------|--|-------------|-----|-------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 37 | \$14,839.22 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 37 | \$543.53 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 37 | \$1,063.75 |
| LABOR | Installation | \$11,177.50 | 1 | \$11,177.50 |
| Low Voltage Labor | Installation Labor to Rewire Access Point - Includes Cable Testing and Certification | \$130.76 | 37 | \$4,838.12 |



Crossroads

| Description | Price | Qty | Ext. Price |
|---|---------|-----|-------------|
| Structured Cabling Materials - Includes all necessary pathway, cabling, terminations & patch panels | \$64.24 | 37 | \$2,376.88 |
| Subtotal: | | | \$34,839.00 |

Freedom

| Description | Price | Qty | Ext. Price |
|--|-------------|-----|-------------|
| 901-R750-US00 R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 36 | \$14,438.16 |
| S41-0001-1LSG SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 36 | \$528.84 |
| L09-0001-SG00 AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 36 | \$1,035.00 |
| LABOR Installation | \$10,880.00 | 1 | \$10,880.00 |
| Low Voltage Labor Installation Labor to Rewire Access Point - Includes Cable Testing and Certification | \$130.76 | 36 | \$4,707.36 |
| Structured Cabling Materials - Includes all necessary pathway, cabling, terminations & patch panels | \$64.24 | 36 | \$2,312.64 |
| Subtotal: | | | \$33,902.00 |

Sherwood

| Description | Price | Qty | Ext. Price |
|--|------------|-----|-------------|
| 901-R750-US00 R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 29 | \$11,630.74 |
| S41-0001-1LSG SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 29 | \$426.01 |
| L09-0001-SG00 AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 29 | \$833.75 |
| LABOR Installation | \$8,797.50 | 1 | \$8,797.50 |
| Low Voltage Labor Installation Labor to Rewire Access Point - Includes Cable Testing and Certification | \$130.76 | 29 | \$3,792.04 |
| Structured Cabling Materials - Includes all necessary pathway, cabling, terminations & patch panels | \$64.24 | 29 | \$1,862.96 |
| Subtotal: | | | \$27,343.00 |

Standiford

| Description | Price | Qty | Ext. Price |
|---|----------|-----|-------------|
| 901-R750-US00 R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 29 | \$11,630.74 |



Standiford

| Description | | Price | Qty | Ext. Price |
|------------------------------|--|------------|-----|--------------------|
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 29 | \$426.01 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 29 | \$833.75 |
| LABOR | Installation | \$8,797.50 | 1 | \$8,797.50 |
| Low Voltage Labor | Installation Labor to Rewire Access Point - Includes Cable Testing and Certification | \$130.76 | 29 | \$3,792.04 |
| Structured Cabling Materials | Cabling Materials - Includes all necessary pathway, cabling, terminations & patch panels | \$64.24 | 29 | \$1,862.96 |
| Subtotal: | | | | \$27,343.00 |

Stockard

| Description | | Price | Qty | Ext. Price |
|------------------------------|--|------------|-----|--------------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 28 | \$11,229.68 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 28 | \$411.32 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 28 | \$805.00 |
| LABOR | Installation | \$8,500.00 | 1 | \$8,500.00 |
| Low Voltage Labor | Installation Labor to Rewire Access Point - Includes Cable Testing and Certification | \$130.76 | 28 | \$3,661.28 |
| Structured Cabling Materials | Cabling Materials - Includes all necessary pathway, cabling, terminations & patch panels | \$64.24 | 28 | \$1,798.72 |
| Subtotal: | | | | \$26,406.00 |

Woodrow

| Description | | Price | Qty | Ext. Price |
|-------------------|--|------------|-----|-------------|
| 901-R750-US00 | R750 DUAL BAND AX INDOOR AP 4X4:4 | \$401.06 | 29 | \$11,630.74 |
| S41-0001-1LSG | SLED PREM WATCHDOG SZ/VSZ AP MGMT LIC 1Y | \$14.69 | 29 | \$426.01 |
| L09-0001-SG00 | AP MGMT SZ-100/VSZ 3.X 1 RUCKUS AP AP | \$28.75 | 29 | \$833.75 |
| LABOR | Installation | \$8,797.50 | 1 | \$8,797.50 |
| Low Voltage Labor | Installation Labor to Rewire Access Point - Includes Cable Testing and Certification | \$130.76 | 29 | \$3,792.04 |



Woodrow

| Description | Price | Qty | Ext. Price |
|---|---------|-----|-------------|
| Structured Cabling Materials - Includes all necessary pathway, cabling, terminations & patch panels | \$64.24 | 29 | \$1,862.96 |
| Subtotal: | | | \$27,343.00 |

District

| Description | Price | Qty | Ext. Price |
|------------------|------------|-----|------------|
| Performance Bond | \$7,769.84 | 1 | \$7,769.84 |
| Subtotal: | | | \$7,769.84 |



PROPOSAL FOR
ERate 2020 - Wireless APs - Option C

Prepared for:
Sylvan Union School District
605 Sylvan Avenue
Modesto, CA 95350

Prepared by:
Datapath
James Bates
jbates@mydatapath.com

Proposal Information:
Proposal # 015957
Version: 3

Proposal Summary

| | Amount |
|----------------|--------------|
| Orchard | \$30,154.00 |
| Sanders | \$29,217.00 |
| Savage | \$44,294.00 |
| Somerset | \$49,958.50 |
| Sylvan | \$22,615.50 |
| Ustach | \$51,832.50 |
| CF Brown | \$27,343.00 |
| Crossroads | \$34,839.00 |
| Freedom | \$33,902.00 |
| Sherwood | \$27,343.00 |
| Standiford | \$27,343.00 |
| Stockard | \$26,406.00 |
| Woodrow | \$27,343.00 |
| District | \$7,769.84 |
| Subtotal: | \$440,360.34 |
| Estimated Tax: | \$16,818.85 |
| Total: | \$457,179.19 |



BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and U.S. Specialty Insurance Company (hereinafter called "Surety"), are hereby held and firmly bound unto the Sylvan Union School District (hereafter called "Owner"), in the sum of Ten Percent of Amount Bid (\$ 10%) which will and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this 12th day of March, 2020.

The condition of the above obligation is such that whereas the Principle has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of **DISTRICT WIRELESS UPGRADES: Internal Connections, RFP NO. 2020/2021-02.**

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a contract or the attached Agreement form within **five (5) days** after acceptance (properly completed in accordance with said Bid), and furnished bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnished materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the call for bids, or the work to be performed hereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alternation, or addition to the terms of said contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the OWNER and judgment is recovered, the Surety shall pay all costs incurred by the OWNER in such suit, including without limitation, attorney's fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

PRINCIPAL: Data Path, Inc



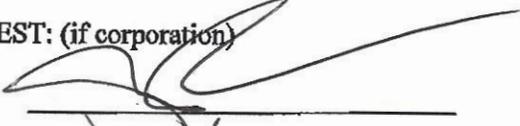
James Bates, COO & Owner

ATTEST: (if individual, two witnesses are required)

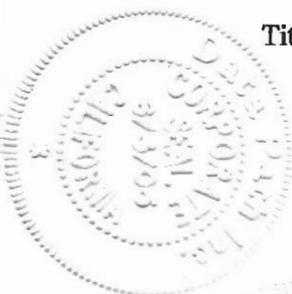
By: _____ By: _____

Title: _____ Title: _____

ATTEST: (if corporation)

By: 

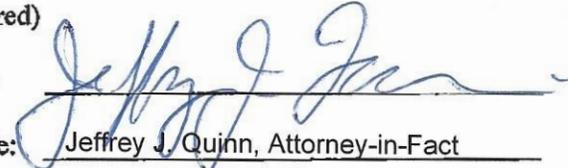
Title: CEO & owner
(Corporate Seal)



SURETY: U.S. Specialty Insurance Company

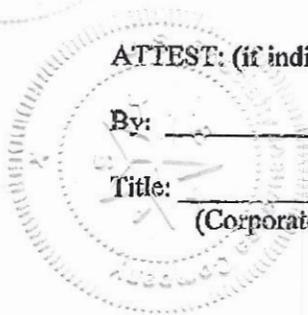
ATTEST: (if individual, two witnesses are required)

By: _____

By: 

Title: _____
(Corporate Seal)

Title: Jeffrey J. Quinn, Attorney-in-Fact



IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

U.S. Specialty Insurance Company

501 W. Broadway Suite 1470

San Diego, CA 92101

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent/representative for service of process in California).

619-630-2629

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Stanislaus)

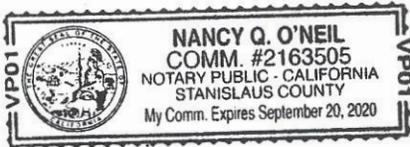
On March 12, 2020 before me, Nancy Q. O'Neil, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jeffrey J. Quinn
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Nancy Q. O'Neil
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeffrey J. Quinn, Marc Q. O'Neil, Nancy Q. O'Neil, Alma G. Sablan
or Carol F. McFarland of Modesto, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (***\$3,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By: [Signature]
Daniel P. Aguilar, Vice President

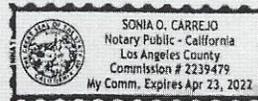
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 12th day of March, 2020.

Corporate Seals
Bond No. _____
Agency No. 19832



[Signature]
Kio Lo, Assistant Secretary



NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

County of Stanislaus, James Bates, being first duly sworn, depose and says that he or she is COO & Owner of the party

making the foregoing bid that the bid 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 bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other overhead, profit, or cost element of the bid price, or of that any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, of 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.

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

Dated: 3/2/2020

James Bates
Print name

Signature

State of California
County of Stanislaus

On March 3, 2020, before me, Laurie A. Fleming (Notary Public), personally appeared James Bates, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Laurie A. Fleming
(Signature of Notary)

(Seal of Notary)



*VENDOR'S CERTIFICATE
REGARDING WORKERS'
COMPENSATION*

**VENDOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION**

Labor Code Section 3700 in relevant part provides:

“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, consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of 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 this contract.

Data Path, Inc.

Proper Firm Name of Bidder

James Bates

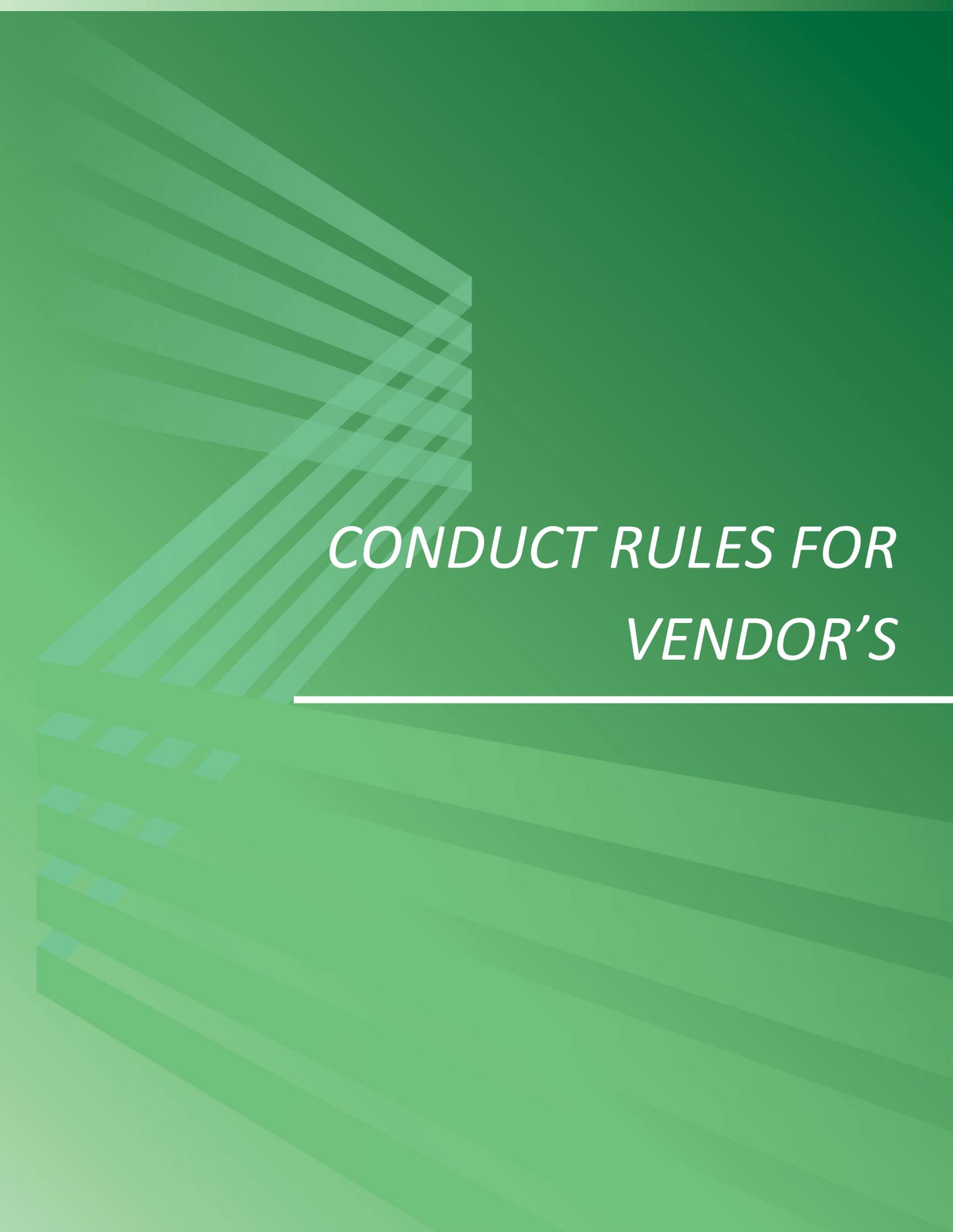
Proper Name of Bidder – print name

By:



Signature of Bidder

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



*CONDUCT RULES FOR
VENDOR'S*

CONDUCT RULES FOR VENDORS

Each Vendor/subcontractors, when performing work on Sylvan Union School District properties shall adhere to the following rules of conduct:

1. Professional and courteous conduct is expected and will be displayed at all times.
2. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated.
4. All vendors/subcontractors shall wear a means of identification on site when school is in session which must be approved by the District prior to commencement.
5. All vendors/subcontractors shall remain in the vicinity of his/her work and will not stray to other areas of the property not involved in the proposal, including student and staff toilet facilities.
6. Pursuant to Government Code Section 8350 etc. seq., the Sylvan Union School District is a drug free workplace. This policy shall be strictly enforced.
7. Alcoholic beverages are prohibited from being consumed or brought on any District property.
8. The use of any tobacco products on District property is strictly prohibited.
9. Any lewd, obscene or otherwise indecent acts, words, or behavior by any vendor/subcontractors shall not be tolerated.
10. All vendors/subcontractors shall conform to a dress code whereby:
 - (a) No clothing that contains violent, suggestive, derogatory, obscene or racially biased material may be worn.
 - (b) Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other substances which are prohibited to minors will not be allowed.
11. No fire arms are allowed on campuses/District property.
12. Vendor/Subcontractors will sign in at the main office of each school site, through the visitor software system and will wear visitor badge provided by office staff.

Non-compliance with any of the above-stated rules of conduct by any vendor/subcontractors may be sufficient grounds for immediate removal from the job-site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions.

3/2/2020
Date

Data Path, Inc.

Print Firm Name


Signature
James Bates

Print Name COO & Owner
Title



REFERENCE'S

REFERENCES

Provide at least five (5) current references, which include comparable work that has been performed as specified in RFP NO. 2020/2021-02, preferably school districts utilizing the proposed DISTRICT WIRELESS UPGRADES: Internal Connections, include the following information:

| |
|--|
| 1. Name of Site: Santa Maria-Bonita School District |
| Name of Director of I.T.S. Contract: Brian Rieke |
| Business Address: 708 S. Miller Street, Santa Maria, CA 93454 |
| Telephone Number: 805-361-8155 |
| Brief description of project including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP: Datapath provided project services to Santa Maria-Bonita School District for a total project cost of \$3.4 million dollars procuring, configuring, and deploying approx. 300+ switches and close to 900 Wireless Access Points across 27 sites resulting in the successful support over 45,000 wired and wireless devices. The District has seen a substantial improvement in end user experience, endpoint management, security and ease of support. BEN#143975 |

| |
|--|
| 2. Name of Site: Newman-Crows Landing Union School District |
| Name of Director of I.T.S. Contract: Randy Fillpot |
| Business Address: 1162 Main St., Newman, CA 95360 |
| Telephone Number: 209-862-2933 |
| Brief description of project including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP: Replaced Wireless Network Infrastructure district-wide across multiple projects combined to be over \$100K in cost with Ruckus Wireless and configured Active-Directory-integrated 802.1x authentication with Dynamic VLAN assignment for Wireless Clients. Worked with district to continuously adapt and refine the Wireless Network settings, density and security to meet their technology needs as the District has grown. BEN#144402 |

| |
|--|
| 3. Name of Site: Lucia Mar Unified School District |
| Name of Director of I.T.S. Contract: Allan Havemose |
| Business Address: 602 Orchard St., Arroyo Grande, CA 93420 |
| Telephone Number: 805-474-3000 Ext. 1001 |
| Brief description of project including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP: Provided large scale project services replacing network and wireless Infrastructure at 23 locations including the District Office for a total project cost of \$1.2 million. Deployed 800+ wireless access points for all schools with a high-density implementation and approx. 200 network switches. Implemented a complete IP redesign with routing protocols between sites to improve throughput, routing efficiency and support. BEN#143955 |

| |
|---|
| 4. Name of Site: River Delta Union School District |
| Name of Director of I.T.S. Contract: Elizabeth Keema-Aston |
| Business Address: 445 Montezuma St., Rio Vista, CA 94571 |
| Telephone Number: 707-374-1700 |
| Brief description of project including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP: Replaced Wireless Network Infrastructure district-wide through multiple projects over multiple erate years in the \$100K+ project cost range with Ruckus Wireless and configured Active-Directory-integrated 802.1x authentication with Dynamic VLAN assignment for Wireless Clients. Worked with district to continuously adapt and refine the Wireless Network settings, density and security as their 1-to-1 technology needs have grown. BEN#144217 |

| |
|---|
| 5. Name of Site: Sylvan Union School District |
| Name of Director of I.T.S. Contract: Debra Hendricks |
| Business Address: 605 Sylvan Ave., Modesto, CA 95350 |
| Telephone Number: 209-574-5000 |
| Brief description of project including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP: Replaced core and remedial network Infrastructure at 15 locations including the District Office for an estimated project cost of \$680K. Deployed 145 48 port PoE+ 10G capable switches and 41 compact 12 port L3 PoE+ 10GB switches. Implemented a complete IP redesign with routing protocols between sites to improve throughput, resolve on-going issues and prepare the District for an IP phone upgrade and wireles refresh. BEN#144392 |

Letter of Reference

February 20, 2020

To Whom It May Concern:



Lucia Mar is an 18-school Unified District in San Luis Obispo County. Over the last five years, we have modernized the data network to include 10 Gb/s fiber backbones at all schools, a 1-10 Gb/s WAN, Wi-Fi everywhere, 1:1 Chromebooks, a VoIP phone system with PA and Bells, and many other IP services and devices.

Datapath has played a key role in getting Lucia Mar to where we are today and has become our key Value-Added Reseller.

In the spring of 2016, we awarded Datapath e-rate projects for Wi-Fi and switching. These were substantial projects for Lucia Mar as the combined project required a network redesign with OSPF, replacement of all switches district-wide, and base-line implementation of Wi-Fi. The implementation took place during the summer break of 2016. The District completed the Wi-Fi installation based on the Datapath configs as the structured cabling upgrade finished over the following year.

Since the initial network implementation, we have added a VoIP phone system, IP security cameras, paging, bells, and many new IP devices such as Chromecasts, VR headsets, and thousands of Chromebooks. The original architecture has held and we continue to expand entirely based on the original design put in place with Datapath.

I believe Datapath brings a unique combination of skills to any customer: Their team is highly technical and seems to thrive on collaboration and open discussion. The staff clearly takes pride in what they do and communicate openly. I've had them on the phone at 3 AM, and there has never been any "finger-pointing" – their team is focused entirely on resolving issues, implementing projects and getting things done on time. Since the original e-rate award, Datapath has been awarded several other projects at Lucia Mar, including VoIP, PA, Bells, and Firewall.

If I can be of further assistance, including providing project-specific details, please reach out.

Sincerely,

A handwritten signature in blue ink that reads "Allan Havemose".

Allan Havemose, Ph.D.

Executive Director, ITS, Lucia Mar USD

allan.havemose@lmsud.org

(805) 474-3000 x 1001

Client Testimonials

“Not only was Datapath fully attentive to our needs 24 hours a day, they kept constant communication with the Sylvan team during our project. Datapath always had the district’s best interest in mind. This was evident in their service and attention to detail, along with finding the best solution for our needs.”

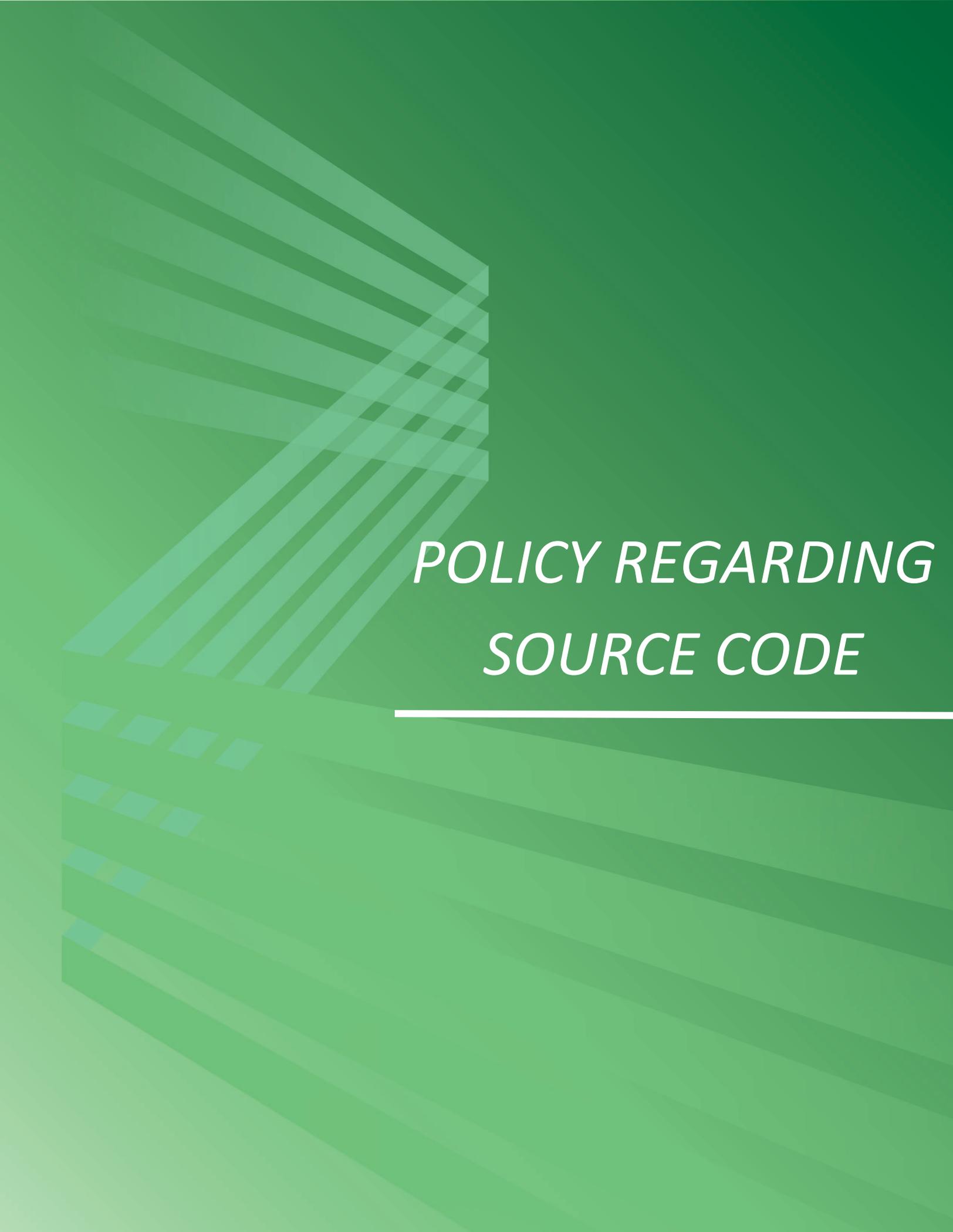
— Debra Hendricks, Superintendent, Sylvan Union School District

“I value Datapath’s competence as subject matter experts as well as their friendly customer service. They are a vital partner in our success that we can count on whenever we need them.”

— Max R., Yosemite Pathology Medical Group

“Datapath provides fully-managed IT Infrastructure and End-User support for the following City of Oakdale administrative agencies: City Hall, City Manager and Mayor’s Office, Public Works, Wastewater Treatment Plant, Senior Center, Animal Control and the Police Department. As part of the scope of our agreement with the City, we also provide proactive monitoring of all Infrastructure and End-User devices. Leveraging a suite of tools such as our Enterprise-Class Remote Machine Management system and Industry-Standard Network and SNMP monitoring tools, we are able to track trends, foresee bottlenecks, and plan for growth as the business needs expand.”

— Albert Avila, Finance Director City of Oakdale



*POLICY REGARDING
SOURCE CODE*

RIGHT TO SOURCE PROGRAM

For the purposes of this RFP, Project Source Code/Source Program isn't applicable as Datapath is not providing any source code directly. However, the district retains the right to use any software provided from the manufacturer for all the wireless equipment in the RFP response. Sylvan Union School District shall have the right to continue to use all configuration programming, done by Datapath, for this project, for perpetuity.



ADDENDA[S]

***No additional addenda were added to this section



*SPECIFICATIONS/MISCELLANEOUS
INFO.*



Red Light Display System (RLDS)



Red Light Display System

[FCC](#) | [Fees](#) | Red Light Display System

< [FCC Site Map](#)

Logged in as FRN: Data Path Inc. (0020676102) [[Log Out](#)]

[Back](#) | [Print](#) | [Help](#)

2/20/2020 1:50 PM

Current Status of FRN 0020676102

STATUS: Green

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 02/20/2020 at 6:32 AM; it is updated once each business day at about 7 a.m., ET.

Customer Service

[Red Light Help](#)

[FCC Debt Collection](#)

[FCC Fees](#)

[Web Policies](#) / [Privacy Policy](#)

Red Light Display System Help Line: (877) 480-3201, option 6; TTY (202) 414-1255 (Mon.-Fri. 8 a.m.-6:00 p.m. ET)

Red Light Display System has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can email us at arinquiries@fcc.gov or fax us at (202) 418-7869.



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

DATA PATH INC

License Number 1041107

to engage in the business or act in the capacity of a contractor in the following classifications:

C-7 - LOW VOLTAGE SYSTEMS

Witness my hand and seal this day,

June 26, 2018

Issued June 25, 2018

Handwritten signature of Kevin J. Albanese in black ink.

Kevin J. Albanese, Board Chair

This license is the property of the Registrar of Contractors,
is not transferable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.

Handwritten signature of David R. Fogt in black ink.

David R. Fogt, Registrar of Contractors

DEBARMENT AND SUSPENSION CERTIFICATION

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Lower Tier Covered Transactions**

This certification is required by the U.S. Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 Code of Federal Regulations Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON REVERSE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department Agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SYLVAN U.S.D.

Sylvan Union School District

Potential Vendor or Existing Contractor (Lower Tier Participant):

James Bates COO & Owner

Printed Name Title
Data Path, Inc.

Name of Company



Signature
3/2/2020

Date

RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL RESPONSES

DEBARMENT INSTRUCTION FOR CERTIFICATION

1. By signing and submitting this form/proposal, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposed,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form/proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Winton Ireland Strom & Green License# 0596517 P.O. Box 3277 Turlock CA 95381 | | CONTACT NAME: Kristin Larsen, CISR, CLIC PHONE (A/C, No, Ext): (209) 667-0995 E-MAIL ADDRESS: klarsen@wisg.com FAX (A/C, No): (209) 667-7142 | | | | | | | | | | | | | | | | | | | | | | |
|---|--|--|--|-------------------------------|--|--------|---|--|-------|---|--|-------|--|--|-------|---|--|-------|------------------------------------|--|-------|-------------------|--|--|
| INSURED Data Path, Inc. Data Path Fresno, LLC Post Office Box 4546 Modesto CA 95352-4546 | | <table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: CNA - Transportation Ins. Co.</td> <td></td> <td>20494</td> </tr> <tr> <td>INSURER B: Continental Insurance Company</td> <td></td> <td>35289</td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td></td> <td>20443</td> </tr> <tr> <td>INSURER D: Prop & Cas Ins Co of Hartford</td> <td></td> <td>34690</td> </tr> <tr> <td>INSURER E: Lloyds of London</td> <td></td> <td>15792</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: CNA - Transportation Ins. Co. | | 20494 | INSURER B: Continental Insurance Company | | 35289 | INSURER C: Continental Casualty Company | | 20443 | INSURER D: Prop & Cas Ins Co of Hartford | | 34690 | INSURER E: Lloyds of London | | 15792 | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | | | |
| INSURER A: CNA - Transportation Ins. Co. | | 20494 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER B: Continental Insurance Company | | 35289 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER C: Continental Casualty Company | | 20443 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: Prop & Cas Ins Co of Hartford | | 34690 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: Lloyds of London | | 15792 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 20-21 GL/AL/UMB

REVISION NUMBER:

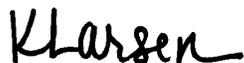
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | B6020090093 | 02/11/2020 | 02/11/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | B6045388387 | 02/11/2020 | 02/11/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000 |
| C | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | B6020090143 | 02/11/2020 | 02/11/2021 | COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | 57WECAB7MQE | 07/01/2019 | 07/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | Cyber/Errors & Omissions | | | W15F83190601 | 06/27/2019 | 06/27/2020 | Limit of Liability: \$2,000,000 Policy Aggregate \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as Additional Insured with respect to General Liability per policy form SB146932F062016; Primary and Non-Contributory wording is included per policy form CNA80103XX092014. All apply only when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| Sylvan Union School District 605 Sylvan Avenue Modesto CA 95350 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|

© 1988-2015 ACORD CORPORATION. All rights reserved.

**BLANKET ADDITIONAL INSURED
AND
LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

| TABLE OF CONTENTS |
|---|
| I. Blanket Additional Insured Provisions |
| A. Additional Insured – Blanket Vendors |
| B. Miscellaneous Additional Insureds |
| C. Additional Provisions Pertinent to Additional Insured Coverage |
| 1. Primary – Noncontributory provision |
| 2. Definition of "written contract." |
| II. Liability Extension Coverages |
| A. Bodily Injury – Expanded Definition |
| B. Broad Knowledge of Occurrence |
| C. Estates, Legal Representatives and Spouses |
| D. Legal Liability – Damage to Premises |
| E. Personal and Advertising Injury – Discrimination or Humiliation |
| F. Personal and Advertising Injury – Broadened Eviction |
| G. Waiver of Subrogation - Blanket |

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
 4. This provision **2.** does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "written contract.":
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such "written contract";
 - b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:
 - a. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.



00020048469250030182910442927

0000

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering or failure to render any professional services;
- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and
 - (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

With respect only to additional insured coverage provided under paragraphs A. and B. above:

- 1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- 2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was executed prior to:

0000
00020048469250030182910442928



- (1) The "bodily injury" or "property damage"; or
 - (2) The offense that caused the "personal and advertising injury";
- for which the additional insured seeks coverage.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of

such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item 5. **Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

E. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or

0000
00020048469250030182910442929

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY-
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph **H. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

R750

Indoor Wi-Fi 6 (802.11ax) Access Point for Ultra-Dense Environments



DATA SHEET



BENEFITS

CONNECT MORE DEVICES SIMULTANEOUSLY

Improve device performance, by enabling more simultaneous device connections with built-in 8 spatial streams (4x4:4 in 5GHz, 4x4:4 in 2.4GHz), MU-MIMO and OFDMA technology.

HIGH DENSITY PERFORMANCE

Provides exceptional end-user experience within large meeting halls, general enterprise spaces, and large classrooms with the Ruckus Ultra-High-Density Technology Suite.

CONVERGED ACCESS POINT

Allows customers to eliminate siloed networks and unify WiFi and non-WiFi wireless technologies into one single network by using built-in BLE and Zigbee, and also expanding to any future wireless technologies through the USB port.

MULTIGIGABIT ACCESS SPEEDS

Optimized multi-gigabit Wi-Fi performance delivered using the built-in 2.5GbE port to connect to multigigabit switches.

MULTIPLE MANAGEMENT OPTIONS

Manage the R750 with on premise physical/virtual appliances and control auto-provisioning for faster deployment and seamless firmware upgrades.

ENHANCED SECURITY

Enhanced securityThe latest Wi-Fi security standard with WPA3 and receive enhanced protection from man-in-the-middle attacks in the most secure way.

MORE THAN WI-FI

Support services beyond Wi-Fi with [Ruckus IoT Suite](#), [Cloudpath](#) security and onboarding software, [SPoT](#) Wi-Fi locationing engine, and [SCI](#) network analytics.

The R750 is based on the latest Wi-Fi 6 standard and bridges the performance gap from 'gigabit' Wi-Fi to 'multi-gigabit' Wi-Fi in support of the insatiable demand for better and faster Wi-Fi. The R750 is the first Wi-Fi 6 AP to be certified by Wi-Fi Alliance as **Wi-Fi CERTIFIED 6**. As part of the Wi-Fi Alliance testbed, the R750 validates other devices for Wi-Fi CERTIFIED 6 interoperability.

The Ruckus R750 is our high-end dual-band, dual-concurrent Wi-Fi 6 AP that supports 8 spatial streams (4x4:4 in 5GHz, 4x4:4 in 2.4GHz). The R750, with OFDMA and MU-MIMO capabilities, efficiently manages up to 1024 client connections with increased capacity, improved coverage and performance in ultra-high dense environments.

The R750, with OFDMA, TWT and MU-MIMO capabilities, efficiently manages up to 1024 client connections with increased capacity, improved coverage and performance in ultra-dense environments. Furthermore, multi-gigabit Ethernet ensures the backhaul is not a bottleneck for full use of available Wi-Fi capacity.

Also, wireless requirements within enterprises are expanding beyond Wi-Fi with BLE, Zigbee and many other non-Wi-Fi wireless technologies. Enterprises need a unified platform to eliminate network silos. The Ruckus AP portfolio is equipped to solve these challenges through wireless convergence.

The R750 has built-in IoT radios with onboard BLE and Zigbee capabilities. In addition, the R750 is a converged access point that allows customers to seamlessly integrate any new wireless technologies with our USB port.

The R750 addresses the increasing client demands in transit hubs, auditoriums, conference centers, and other high traffic indoor spaces. It is the perfect choice for data-intensive streaming multimedia applications like 4K video transmissions, while supporting latency sensitive voice and data applications with stringent quality-of-service requirements. The R750 is also easy to manage through Ruckus physical and virtual cloud management options.

The R750 when paired with the Ruckus Ultra-High-Density Technology Suite found only in the Ruckus Wi-Fi portfolio, dramatically improves network performance through a combination of patented wireless innovations and learning algorithms that includes:

- **Airtime Decongestion:** Increases average network throughput in heavily congested environments
- **Transient Client management:** Reduces interference traffic from unconnected Wi-Fi devices
- **BeamFlex+ Antennas:** Extended coverage and optimized throughput with patented multi-directional antennas and radio patterns

Whether you are deploying ten or ten thousand APs, the R750 is also easy to manage through Ruckus' physical and virtual management options.



Front View



Weight: 2.23 lbs (1.01kg)

ACCESS POINT ANTENNA PATTERN

Ruckus' BeamFlex+ adaptive antennas allow the R750 AP to dynamically choose among a host of antenna patterns (over 4,000 possible combinations) in real-time to establish the best possible connection with every device. This leads to:

- Better Wi-Fi coverage
- Reduced RF interference

Traditional omni-directional antennas, found in generic access points, oversaturate the environment by needlessly radiating RF signals in all directions. In contrast, the Ruckus BeamFlex+ adaptive antenna directs the radio signals per-device on a packet by-packet basis to optimize Wi-Fi coverage and capacity in real-time to support high device density environments. BeamFlex+ operates without the need for device feedback and hence can benefit even devices using legacy standards.

Figure 1. Example of BeamFlex+ pattern

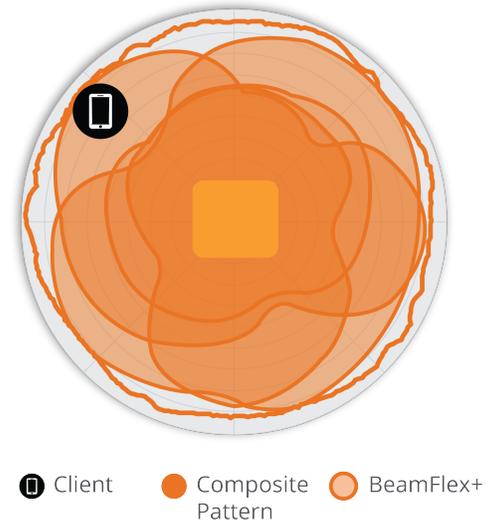


Figure 2. R750 2.4GHz AzimuthAntenna Patterns



Figure 3. R750 5GHz AzimuthAntenna Patterns



Figure 4. R750 2.4GHz Elevation Antenna Patterns

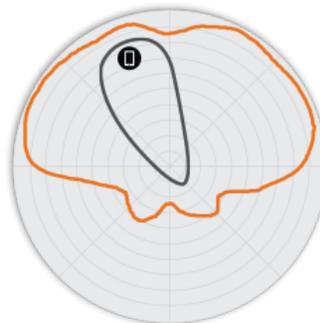
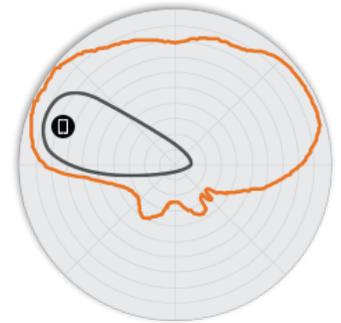


Figure 5. R750 5GHz Elevation Antenna Patterns



Note: The outer trace represents the composite RF footprint of all possible BeamFlex+ antenna patterns, while the inner trace represents one BeamFlex+ antenna pattern within the composite outer trace.

| WI-FI | |
|--------------------------|--|
| Wi-Fi Standards | <ul style="list-style-type: none"> IEEE 802/11a/b/g/n/ac/ax |
| Supported Rates | <ul style="list-style-type: none"> 802.11ax: 4 to 2400 Mbps 802.11ac: 6.5 to 1732 Mbps 802.11n: 6.5 to 600 Mbps 802.11a/g: 6 to 54 Mbps 802.11b: 1 to 11 Mbps |
| Supported Channels | <ul style="list-style-type: none"> 2.4GHz: 1-13 5GHz: 36-64, 100-144, 149-165 |
| MIMO | <ul style="list-style-type: none"> 4x4 SU-MIMO 4x4 MU-MIMO |
| Spatial Streams | <ul style="list-style-type: none"> 4 for both SU-MIMO & MU-MIMO |
| Radio Chains and Streams | <ul style="list-style-type: none"> 4x4:4 |
| Channelization | <ul style="list-style-type: none"> 20, 40, 80, 160/80+80MHz |
| Security | <ul style="list-style-type: none"> WPA-PSK, WPA-TKIP, WPA2 AES, WPA3, 802.11i, Dynamic PSK, OWE WIPS/WIDS |
| Other Wi-Fi Features | <ul style="list-style-type: none"> WMM, Power Save, Tx Beamforming, LDPC, STBC, 802.11r/k/v Hotspot Hotspot 2.0 Captive Portal WISPr |

| RF | |
|--|--|
| Antenna Type | <ul style="list-style-type: none"> BeamFlex+ adaptive antennas with polarization diversity Adaptive antenna that provides 4,000+ unique antenna patterns per band |
| Antenna Gain (max) | <ul style="list-style-type: none"> Up to 3dBi |
| Peak Transmit Power (Tx port/chain + Combining gain) | <ul style="list-style-type: none"> 2.4GHz: 26dBm 5GHz: 28 dBm |
| Frequency Bands | <ul style="list-style-type: none"> ISM (2.4-2.484GHz) U-NII-1 (5.15-5.25GHz) U-NII-2A (5.25-5.35GHz) U-NII-2C (5.47-5.725GHz) U-NII-3 (5.725-5.85GHz) |

| 2.4GHZ RECEIVE SENSITIVITY (dBm) | | | | | | | |
|----------------------------------|------|------|-------|-------|------|-------|-------|
| HT20 | | HT40 | | VHT20 | | VHT40 | |
| MCS0 | MCS7 | MCS0 | MCS7 | MCS0 | MCS7 | MCS0 | MCS7 |
| -96 | -78 | -93 | -75 | -96 | -78 | -93 | -75 |
| HE 20 | | | | HE40 | | | |
| MCS0 | MCS7 | MCS9 | MCS11 | MCS0 | MCS7 | MCS9 | MCS11 |
| -96 | -78 | -73 | -67 | -93 | -75 | -70 | -64 |

| 5GHZ RECEIVE SENSITIVITY (dBm) | | | | | | | | | | | |
|--------------------------------|------|------|-------|-------|------|------|-------|-------|------|------|-------|
| VHT20 | | | | VHT40 | | | | VHT80 | | | |
| MCS0 | MCS7 | MCS8 | MCS9 | MCS0 | MCS7 | MCS8 | MCS9 | MCS0 | MCS7 | MCS8 | MCS9 |
| -98 | -80 | -77 | - | -95 | -77 | - | -72 | -92 | -74 | - | -69 |
| HE20 | | | | HE40 | | | | HE80 | | | |
| MCS0 | MCS7 | MCS9 | MCS11 | MCS0 | MCS7 | MCS9 | MCS11 | MCS0 | MCS7 | MCS9 | MCS11 |
| -98 | -80 | -75 | -70 | -95 | -77 | -72 | -67 | -92 | -74 | -69 | -64 |

| 2.4GHZ TX POWER TARGET (PER CHAIN) | |
|------------------------------------|------------|
| Rate | Pout (dBm) |
| MCS0 HT20 | 20 |
| MCS7 HT20 | 16 |
| MCS8 VHT20 | 15 |
| MCS9 VHT40 | 14 |
| MCS11 HE40 | 12 |

| 5GHZ TX POWER TARGET (PER CHAIN) | |
|----------------------------------|------------|
| Rate | Pout (dBm) |
| MCS0, VHT20 | 22 |
| MCS7, VHT40, VHT80 | 19 |
| MCS9, VHT40, VHT80 | 17 |
| MCS11, HE20, HE40, HE80 | 15 |

| PERFORMANCE AND CAPACITY | |
|--------------------------|--|
| Peak PHY Rates | <ul style="list-style-type: none"> 2.4GHz: 1148 Mbps 5GHz: 2400 Mbps |
| Client Capacity | <ul style="list-style-type: none"> Up to 1024 clients per AP |
| SSID | <ul style="list-style-type: none"> Up to 31 per AP |

| RUCKUS RADIO MANAGEMENT | |
|------------------------------|---|
| Antenna Optimization | <ul style="list-style-type: none"> BeamFlex+ Polarization Diversity with Maximal Ratio Combining (PD-MRC) |
| Wi-Fi Channel Management | <ul style="list-style-type: none"> ChannelFly Background Scan Based |
| Client Density Management | <ul style="list-style-type: none"> Adaptive Band Balancing Client Load Balancing Airtime Fairness Airtime-based WLAN Prioritization |
| SmartCast Quality of Service | <ul style="list-style-type: none"> QoS-based scheduling Directed Multicast L2/L3/L4 ACLs |
| Mobility | <ul style="list-style-type: none"> SmartRoom |
| Diagnostic Tools | <ul style="list-style-type: none"> Spectrum Analysis SpeedFlex |

| NETWORKING | |
|------------------------------------|---|
| Controller Platform Support | <ul style="list-style-type: none"> SmartZone ZoneDirector Unleashed¹ Standalone |
| Mesh | <ul style="list-style-type: none"> SmartMesh™ wireless meshing technology. Self-healing Mesh |
| IP | <ul style="list-style-type: none"> IPv4, IPv6, dual-stack |
| VLAN | <ul style="list-style-type: none"> 802.1Q (1 per BSSID or dynamic per user based on RADIUS) VLAN Pooling Port-based |
| 802.1x | <ul style="list-style-type: none"> Authenticator & Supplicant |
| Tunnel | <ul style="list-style-type: none"> L2TP, GRE, Soft-GRE |
| Policy Management Tools | <ul style="list-style-type: none"> Application Recognition and Control Access Control Lists Device Fingerprinting Rate Limiting |
| IoT Capable | <ul style="list-style-type: none"> Yes |

| PHYSICAL INTERFACES | |
|---------------------|---|
| Ethernet | <ul style="list-style-type: none"> One 2.5Gbps Ethernet port and one 1Gbps Ethernet port Power over Ethernet (802.3af/at/bt) with Category 5/5e/6 cable LLDP |
| USB | <ul style="list-style-type: none"> 1 USB 2.0 port, Type A |

| PHYSICAL CHARACTERISTICS | |
|------------------------------|---|
| Physical Size | <ul style="list-style-type: none"> 23.5cm (L), 20.6cm (W), 6.2cm (H) 9.3in (L) x 8.1in (W) x 2.4in (H) |
| Weight | <ul style="list-style-type: none"> 1.01 kg 2.23 lbs |
| Mounting | <ul style="list-style-type: none"> Wall, acoustic ceiling, desk Secure bracket (sold separately) |
| Physical Security | <ul style="list-style-type: none"> Hidden latching mechanism Kensington Lock Hole T-bar Torx Bracket (902-0120-0000) Torx screw & padlock (sold separately) |
| Operating Temperature | <ul style="list-style-type: none"> 0°C (32°F) - 50°C (122°F) |
| Operating Humidity | <ul style="list-style-type: none"> Up to 95%, non-condensing |

| POWER ² | | |
|---------------------|---|-----------------------------------|
| Power Supply | Operating Characteristics | Max Power Consumption |
| 802.3af PoE | <ul style="list-style-type: none"> 2.4GHz radio: 2x4, 19dBm per chain 5GHz radio: 2x4, 20dBm per chain 2nd Ethernet port, onboard IoT & USB disabled | PoE: 12.54W |
| 802.3at PoE+ | <ul style="list-style-type: none"> Full Functionality 2.4GHz radio: 4x4, 20 dBm per chain 5GHz radio: 4x4, 22 dBm per chain 2nd Ethernet Port, onboard IoT & USB Enabled (3W) | PoE+ : 22.34W DC Power: 22.69W |

| CERTIFICATIONS AND COMPLIANCE | |
|---|--|
| Wi-Fi Alliance³ | <ul style="list-style-type: none"> Wi-Fi CERTIFIED™ a, b, g, n, ac, ax Passpoint®, Vantage |
| Standards Compliance⁴ | <ul style="list-style-type: none"> EN 60950-1 Safety EN 60601-1-2 Medical EN 61000-4-2/3/5 Immunity EN 50121-1 Railway EMC EN 50121-4 Railway Immunity IEC 61373 Railway Shock & Vibration UL 2043 Plenum EN 62311 Human Safety/RF Exposure WEEE & RoHS ISTA 2A Transportation |

| SOFTWARE AND SERVICES | |
|--------------------------------|---|
| Location Based Services | <ul style="list-style-type: none"> SPoT |
| Network Analytics | <ul style="list-style-type: none"> SmartCell Insight (SCI) |
| Security and Policy | <ul style="list-style-type: none"> Cloudpath |

| ORDERING INFORMATION | |
|----------------------|--|
| 901-R750-XX00 | <ul style="list-style-type: none"> R750 dual-band (5GHz and 2.4GHz concurrent) 802.11ax wireless access point, 4x4:4 streams, adaptive antennas, dual ports, onboard BLE and Zigbee, PoE support. Includes adjustable acoustic drop ceiling bracket. One Ethernet port is 2.5GbE. Does not include power adaptor. |

See Ruckus price list for country-specific ordering information. Warranty: Sold with a limited lifetime warranty. For details see: <http://support.ruckuswireless.com/warranty>.

¹ Refer to Unleashed datasheets for SKU ordering information.

² Max power varies by country setting, band, and MCS rate.

³ For complete list of WFA certifications, please see Wi-Fi Alliance website.

⁴ For current certification status, please see price list.

| OPTIONAL ACCESSORIES | |
|----------------------|--|
| 902-0180-XX00 | <ul style="list-style-type: none">PoE Injector (60W) |
| 902-1170-XX00 | <ul style="list-style-type: none">Power Supply (48V, 0.75A, 36W) |
| 902-0120-0000 | <ul style="list-style-type: none">Spare, Accessory Mounting Bracket |
| 902-0195-0000 | <ul style="list-style-type: none">Spare, T-bar ceiling mount kit for mounting to flush frame ceiling |

PLEASE NOTE: When ordering Indoor APs, you must specify the destination region by indicating -US, -WW, or -Z2 instead of XX. When ordering PoE injectors or power supplies, you must specify the destination region by indicating -US, -EU, -AU, -BR, -CN, -IN, -JP, -KR, -SA, -UK, or -UN instead of -XX.

For access points, -Z2 applies to the following countries: Algeria, Egypt, Israel, Morocco, Tunisia, and Vietnam.