



**LAWNDALE**  
Elementary School District

**Lawndale Elementary School District**

4161 W. 147<sup>th</sup> St.

Lawndale, CA 90260

**REQUEST FOR PROPOSAL**

**District-Wide MDF Core Upgrade/AP Upgrades/New IDF Installations  
Project Bid #2025-03**

## NOTICE REQUESTING PROPOSALS

The Governing Board of the Lawndale Elementary School District of Los Angeles County, California, invites and will receive sealed proposals until **1:30 p.m. on November 12th, 2024** at the Lawndale Elementary School District Office, 4161 W. 147<sup>th</sup> St., Lawndale, CA 90260, for the award of a contract, as follows:

### **District-Wide MDF Core Upgrade/AP Upgrades/New IDF Installations Project Bid #2025-03**

Proposals must be submitted on forms prepared by the Lawndale Elementary School District, including all applicable forms detailed and contained in this package.

### **BOTH PROPOSAL FORM (B-1) AND AGREEMENT (G-1 & G-2) MUST BE SIGNED & RETURNED WITH PROPOSAL**

The Lawndale Elementary School District has scheduled a Mandatory Pre-Bid Conference to answer any questions and explain details regarding the bidding requirements, specifications, and scope of the work for this bid. This conference will give bidding contractors the opportunity to investigate and fully acquaint themselves with the conditions relating to the job so that they may fully understand the facilities, difficulties, restrictions, and any State of California requirements attending the execution of the work.

***Any contractor interested in bidding is required to attend this conference.***

Location: Lawndale Elementary School District  
4161 W. 147<sup>th</sup> St.  
Lawndale, CA 90260

Please note: The job walk will begin at the district office; we will visit a total of nine school sites.

**Date: October 3rd, 2024**

**Time: 1:30 p.m.**

**Please note that parking is limited - Plan to arrive early**

Bid documents will be posted on our webpage at <http://www.lawndale.k12.ca.us/RFP>

Should you have any questions, please contact Mayra Mireles, Director of Purchasing at [mayra\\_mireles@lawndalesd.net](mailto:mayra_mireles@lawndalesd.net)

## **INDEX**

<b><u>Document Title</u></b>	<b><u>Pages</u></b>
Notice Requesting Proposals	A-1
Proposal Form	B-1
Noncollusion Affidavit	B-2
Instructions	C-1 through C-10
General Conditions	D-1 through D-7
Specifications	E-1 through E-9
Quotation Pages	F-1
Agreement Pages	G-1 through G-2
Erate Supplemental Terms and Conditions	G-3 through G-9
Equipment List	G-10

**PROPOSAL FORM**

Lawndale Elementary School District  
Purchasing Department  
4161 147<sup>th</sup>. St.  
Lawndale, CA 90260

Re: Request for Proposal DISTRICT-WIDE MDF CORE UPGRADE/AP UPGRADES/NEW IDF  
INSTALLATIONS, PROJECT BID #2025-03

To: Members of the Governing Board

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Proposers, Proposal Form, Instructions to Proposers, the General Conditions, the Specifications, Quotation Pages, the Agreement, and all other documents forming a part of the Proposal package for the above-referenced proposal; hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said proposal package. The entire proposal package is submitted, together with this Proposal Form.

Name of Company \_\_\_\_\_

Legal Status \_\_\_\_\_  
(i.e., Sole Proprietorship, Partnership, Corporation)

Tax I.D. Number \_\_\_\_\_  
(Sole Proprietorship only)

Service Provider Ident. No. (SPIN) \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative:

\_\_\_\_\_  
Signature (also sign page F-4)

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Title

**“NONCOLLUSION AFFIDAVIT”**

State of California ]  
County of \_\_\_\_\_ ] ss.  
]

\_\_\_\_\_, being first duly sworn, deposes  
(Name)

and says that he or she is \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Name of Company)

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

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

Executed on \_\_\_\_\_, 202\_\_\_\_ at \_\_\_\_\_  
California.

\_\_\_\_\_  
Signature

Attach Notary Certificate

\_\_\_\_\_  
Title

## INSTRUCTIONS

### SCOPE

The purpose of this Request for Proposals is to provide the Lawndale Elementary School District with replacement of MDF switches, installation of new fully functional IDF cabinets as well as replacement of specified wireless access points per the requirements of the District in a cost-effective manner. The quantities shown are estimates only; the District shall not be obligated to purchase any particular quantity of services detailed herein.

### Qualified Contractors

The District intends to solicit proposals for the above referenced products and services from qualified contractors currently established in the business.

### E-Rate Funding

The District intends to obtain maximum funding under the Federal Communications Commission's E-Rate program.

Contractors shall review and comply with the District's E-Rate program instructions in Section X.

### 1. Proposals

No proposals shall receive consideration by the Lawndale Elementary School District unless made in accordance with the instructions detailed herein.

The proposal must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing proposal. No oral, telegraphic, facsimile, or telephonic modifications will be accepted.

### 2. Requests for Information Regarding this Request for Proposals

Any questions concerning this Request for Proposals should be submitted to:

Mayra Mireles  
Director of Purchasing  
Lawndale Elementary School District  
4161 W. 147<sup>th</sup> St.  
Lawndale, CA 90260  
(310) 973-1300 ext. 50098 Fax (310) 263-6491  
Email: [Mayra\\_Mireles@lawndalesd.net](mailto:Mayra_Mireles@lawndalesd.net)

All questions and inquiries regarding this RFP shall be submitted in writing, on company letterhead, or by Email on or before **3:00 p.m. on October 9th, 2024**

### 3. Proposal Format

Proposal packages submitted by contractors must include the District's Request for Proposal package **DISTRICT-WIDE MDF CORE UPGRADE/AP UPGRADES/NEW IDF INSTALLATIONS, PROJECT BID #2025-03**, along with the Proposal, Non-Collusion Affidavit, and Agreement forms. The signature of all individuals must be in long hand. The completed documents(s) should be without interlineations, alterations, or erasures.

Proposals must be submitted in the format and order outlined below. The proposal should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and

completely. It is more desirable to give additional information than less when the answer could be misinterpreted.

There should be no attachments, enclosures, or exhibits other than those considered by the bidder to be essential to a complete understanding of the proposal submitted. Any changes to any portion of this proposal by the proposer may result in your response being considered non-responsive. Each section of the proposal must be clearly identified with the following headings, and in the order specified, as detailed in “**Section I – Section X**”:

## **Section I**

### **DESCRIPTION OF FIRM(S)**

Provide a brief description of your firm(s), as well as any other firm(s) joining with your firm to provide services. This description should include a history of the firm(s), number of employees, organizational structure of the firm(s), and a recent financial statement.

## **Section II**

### **EXPERIENCE AND QUALIFICATIONS OF FIRM(S)**

Provide a brief overview of your technical experience, qualifications, and background in providing similar network installations. Indicate the prior experience of your firm which you consider relevant to this contract. Include sufficient detail to demonstrate the relevance of such experience.

### **Subcontractors Requirements**

Any subcontractors performing services against this agreement must be fully listed and detailed in the proposal submitted by contractors. State any work proposed to be provided by a subcontractor, and provide evidence of each subcontractor’s capability and willingness to carry out the work. For each proposed subcontractor, include firm name and address, management contact person, and complete description of work to be subcontracted. Include descriptive information concerning subcontractor’s organization and abilities.

Contractor hereby agrees to bind every subcontractor by the terms and conditions of this bid agreement as far as such terms and conditions are applicable to the subcontractor(s) work. If contractor subcontracts any part of this agreement/contract, contractor shall be as fully responsible to the district for acts and omissions of his subcontractor and of persons either directly or indirectly employed by contractor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the District.

## **Section III**

### **PROPOSED METHODOLOGY FOR PROVIDING SERVICES**

Describe in technical detail the methodology by which you would provide the required services. In particular, the contractor must describe how it will expediently install all components required in this RFP. Proposals submitted must also address how the contractor will ensure that the District will receive accurate invoicing within 60 days of the term commencement date.

## **Section IV**

### **SERVICE LEVELS PROVIDED**

Provide your standard installation time frames.

## **Section V**

### **REFERENCES**

Provide at least six (6) references for whom your firm provided services of a similar nature within the last 5 years . A minimum of three (3) references should be local to the Los Angeles region. State your role in this project. Provide the name, title, and phone number of an individual at each reference site whom we can contact for information. Inform your references that we may be contacting them to discuss your performance if you are among those selected for consideration.

## **Section VI**

### **SERVICES**

Provide information and answers to the following questions:

1. Is a designated account executive assigned for implementation coordination, account maintenance, and review of problems? If so specify such in detail.
2. How frequently are accounts, including invoices, reviewed by the account team?
3. Is 24-hour customer service included? If so, please provide methods of access.
4. Do you have a local office for service? Will the District's account team be located in Los Angeles for the duration of the contract?
5. Do you have a single point of contact assigned for assistance, such as adds, changes, or billing questions? Also, vendors must provide contact information for escalation of unresolved account issues. Escalation must extend beyond the assigned account team and include a minimum of three levels of management.

All new service installations made during the term of the agreement shall terminate, at no additional cost to the District, upon expiration or termination of this agreement.

## **Section VII**

### **COSTS AND PRICING**

On page titled "**Quotation Page - PRICING**" enclosed herein on Page F-1 Contractors shall complete all sections, answer all questions and fill in the cost matrix with all applicable rates, fees, taxes, and surcharges. As stated in the Pricing section, the District is exempt from federal excise taxes. Also, the District does not pay late fees. All pricing offered is to be inclusive of all cutover charges, account set up charges, and all service cancellation/termination fees and charges in the event of cancellation/ termination of this agreement. In addition to filling out the cost matrix, contractor shall submit a completed excel spreadsheet file representing the cost matrix.

## **Section VIII**

### **BILLING**

It is expected that billing will be provided in both paper and electronic format and will contain full detail. All billing/invoicing shall be done in accordance with rates quoted herein. The District shall not be subject to charges not detailed or quoted herein by contractor.

#### **Specific Requirements:**

Billing shall be provided on paper and electronically. Contractor shall briefly describe the format, as well as provide a with its RFP response.

1. Billing dates
2. Detail of installation, pro-rated, and other one-time charges
3. User name and/or department assigned to unit
4. Taxes and surcharges
5. Credits and adjustments
6. ERATE CREDITS

#### **Other invoice specifications:**

1. Describe options for including internal account codes or text descriptions on invoices and reports. Include any character limitations as well.
2. The Contractor shall generate two complete invoices each month and send them to the primary mailing address for the District.
3. State if web-based invoices are available. What are the associated costs, features, and limitations of the program (i.e., bill review, order placement and tracking, inventory management, etc.)?
4. Is a single account representative available for billing assistance? If so specify in detail.
5. Contractors shall describe their methodology for resolving billing issues. The Contractor will be responsible for identifying and correcting all errors in a reasonable timeframe. For billing errors identified by the District, vendor will provide adjustment of charges within two bill cycles of notification.
6. Vendors must provide policy regarding the issuing of credits. Are all credits applied as adjustments on future invoices, or may the District elect to receive a payment check if desired? Also, vendor will make adjustments for all verified errors at any time during the contract, regardless of the timeframe between the original charge and the final resolution.

## Section IX

### EVIDENCE OF RESPONSIBILITY

Contractors shall submit, with their proposals, all necessary evidence showing their financial resources; experience in the type of work being required by the District; organization available for the performance of the work, and any other required evidence of qualifications to perform. The District shall consider such evidence before making its award decision. Failure to submit adequate evidence of Contractor's responsibility to perform may result in rejection of the proposal.

Contractors shall also provide with their proposals, certificates of insurance and any required endorsements evidencing the insurance required under Section 2 of the "General Conditions" infra. Failure to provide insurance certificates as required shall be grounds for bid rejection.

## Section X

### E-RATE REQUIREMENTS

As previously stated in RFP Scope, the District intends to obtain maximum funding under the Federal Communications Commission's E-Rate program for commercially available services and products contracted as a result of this RFP.

The successful Contractor shall be responsible for providing the District the applicable E-Rate discounts in accordance with E-Rate program rules and requirements.

At this time, the District requests that E-Rate discounts are applied to the current invoice for current services. Proposals must include on separate company letterhead a written acknowledgement stipulating the Contractor's awareness of and commitment to comply with all current E-Rate program requirements, regulations and conditions.

Additionally in this section of the submitted proposal, Contractors are to detail their proposed methodology for providing the E-Rate discounts to the District.

All contractors submitting proposals must provide their E-Rate Service Provider Identification number (SPIN) in their proposal. Failure to provide the required SPIN number will be grounds for rejecting of bid.

Bidders wishing to obtain information regarding the E-Rate program are directed to access the Schools and Libraries Division of the FCC website at <http://www.sl.universalservice.org>.

#### **4. Execution of Agreement**

In addition to the Proposal Form, all bidders must sign two (2) copies of the Agreement (G-1 and G-2) included in this Request for Proposal, and must return it to the District, together with the Proposal Form, completed quotation sheets and the remainder of the proposal package.

#### **5. Identification of Contractor**

Each proposal must state the full business address of the bidder and must be signed by the bidder with his or her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with the authority to bind the partnership in such matters.

Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter.

The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of proposal.

## **6. Withdrawal of Proposals**

Proposals may be withdrawn by the bidder prior to the time fixed for the opening of proposals, but may not be withdrawn for a period of ninety (90) days after the opening of proposals. The successful Contractor shall not be relieved of the proposal submitted without the District's consent.

## **7. Rejection of Proposals**

The District reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities in the proposals or in the bidding, or any portion or combination thereof, or award on the basis of the total proposal as may be determined, by the District, is in the best interest of the District.

## **8. Amendments**

The terms, conditions, specifications and scope of work contained in this Request for Proposal may be amended or modified **only with the prior written approval of the District.** Any addenda or bulletins issued, by the District, prior to the opening of the Request for Proposal shall form a part of the specifications issued to contractors for the preparation of their proposals and shall constitute a part of the contract documents.

## **9. Other Documents of Agreement**

Contractors submitting proposals that require the District to sign additional contractor agreement documents must submit all such documents in their entirety and in original form with their proposal. Documents not submitted with proposal will not be reviewed or signed by the District and will not constitute a part of this agreement. Furthermore, Contractors shall note that the District's terms and conditions contained in this document take precedence over conflicting language found in the Contractor's Sales Agreement or similar such documents. Any documents requiring District signature are subject to District review, revision and approval. Contractors unwilling to accept the District's revision(s) to documents shall be subject to rejection/disqualification of their proposal.

## **10. Taxes**

For the purposes of this RFP, any applicable taxes, fees or government surcharges shall be itemized separately on the Quotation Page.

Federal excise taxes are not applicable to school districts.

## **11. Proposal Negotiations**

A proposal to modify any specific requirement of this Request for Proposal with terms such as “negotiable”, “will negotiate”, or similar, will be considered non-responsive to that specific item and may render the entire proposal non-responsive and subject to rejection.

## **12. Interpretation or Questions Concerning Documents**

If any person submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies in, or omissions from contract documents, he may submit to the Director of Purchasing of the District, a request for an interpretation or correction thereof.

Mayra Mireles  
Director of Purchasing  
Lawndale Elementary School District  
4161 W. 147<sup>th</sup> St.  
Lawndale, CA 90260  
(310) 973-1300 Ext. 50098 Fax (310) 263-6491  
Email: [Mayra.Mireles@lawndalesd.net](mailto:Mayra.Mireles@lawndalesd.net)

All questions and inquiries regarding this RFP shall be submitted in writing, on company letterhead, on or before October 9th, 2024 by 3:00 p.m to the email address above. Any interpretation or correction of the contract document will be made by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such contract documents. Any addenda issued prior to the opening of the proposal, or forming a part of the documents loaned to the Contractor, for the preparation of his proposal, shall be made part of the contract.

## **13. Contractors Interested in More than One Proposal**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless special conditions indicate otherwise. A person, firm, or corporation who has submitted a sub-proposal to a Contractor, or who has quoted prices of materials to a Contractor is not thereby disqualified from submitting a sub-proposal or quoting prices to other contractors.

## **14. Method of Award and Evaluation**

### **Method of Award**

Award shall be made, as one lot, to the contractor whose proposal is scored, by the District's evaluation team, with the highest point total based on the Evaluation Criteria and point totals detailed below. The evaluation, scoring and award decision of the District shall be final.

The District reserves the right to reject any and all proposals, to contract services with whomever and in whatever manner the District decides, to abandon the services entirely, and to waive any informality on non-substantive irregularity as the interests of the District may require.

The District reserves the right to make an award of this proposal any time up to 90 days from the date of proposal opening.

### Screening and Evaluation of Proposals

Each proposal response will be reviewed based on the criteria set forth in this RFP. The selection process for the vendor(s) will include the following evaluation and point assignment/rating criteria:

- A. Erate Eligible Price (40 points maximum)** - The District will consider and rate the explanation and detail of rates and fees.
- B. Accuracy of Bid Responses (20 points maximum)** - Bids closest to the requested specifications will be scored higher
- C. Installer Certifications (20 points maximum)** - Bidders who have the following certifications will score higher. Ruckus certifications, CompTIA Network+ certifications, or other industry certifications.
- D. Experience with Erate (10 points maximum)** - The District will consider and rate the experience in providing, installing and maintaining like products and services for customers, knowledge of current state-of-the-art technology, and experience in managing projects of similar scope and nature in a regional setting and with large K-12 educational institutions.
- E. Experience with Lawndale (10 points maximum)** - The District will consider and rate the level of experience with Lawndale Elementary School District and their needs.

### **15. Preparation of Proposal**

Each proposal should be prepared simply and economically, and should provide a straightforward, concise description of the bidder's ability to meet the requirements of the RFP. Bindings, colored displays, promotional material, etc. will receive no evaluation credit. Emphasis should be on completeness and clarity of content.

Cost of preparation of the response to the Request for Proposal is solely the responsibility of the contractor. Lawndale Elementary School District accepts or implies no liability in the cost of proposal preparation or presentation.

### **16. Inspection of Facilities**

The District reserves the right to inspect the Contractor's facilities and financial statements to ensure the Contractor's competence and ability to perform the specified work.

The Contractor's proposal may be rejected as non-responsive if the above inspection reveals any problems or inconsistencies that might jeopardize the success of the required service.

### **17. Independent Price Determination**

By submission of a proposal, the Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

- A. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other contractor or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Contractor prior to award directly or indirectly to any other contractor or to any competitor; and

- C. No attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
- D. Each person signing the proposal certifies that he/she:
  - a. Is the person in the Contractor's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to 17. A, B, and C above; or
  - b. Is not the person in the Contractor's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to 17 (A), (B), and (C) above.

A proposal will not be considered for award if the sense of the statement required in the Cost and Price Analysis portion of the proposal has been altered so as to delete or modify 17 (A), (B), and/or (C) above. If 17 (B) has been modified or deleted, the proposal will not be considered for award unless the Contractor furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the District determines that such disclosure was not made for the purpose of restricting competition.

#### **18. Cost Liability**

District assumes no responsibility or liability for costs incurred by the Contractor prior to the signing of any Agreement resulting from this RFP. Total liability of District is limited to the terms and conditions of this RFP and any resulting Agreement.

#### **19. Delivery of Bonds, Certificates, etc.**

Unless otherwise specified herein, the successful vendor shall, within fourteen (14) calendar days after notice by the District, sign and deliver all bonds, other than the certificates of insurance, and other required documents. In the event the vendor to whom an award is made fails or refuses to deliver such documents, the District may reject the contractor's proposal and may award the contract to the next responsible vendor, or may reject all bids and call for new bids.

#### **20. Proposal Submittal**

Three (3) copies of your proposal MUST BE SUBMITTED in accordance with the following instructions:

SEALED BIDS (PROPOSALS) MUST BE RECEIVED AT THE REQUIRED DISTRICT LOCATION NOT LATER THAN THE TIME AND DATE INDICATED ON THE COVER PAGE OF THIS REQUEST FOR PROPOSALS. CONTRACTORS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS ON THE OUTSIDE OF THE SEALED ENVELOPE:

Reference to "**DISTRICT-WIDE MDF CORE UPGRADE/AP UPGRADES/NEW IDF INSTALLATIONS**", company or organization name, date due, and the time due. If delivery service is used which prohibits such markings on their envelopes or package, this information must be placed on the outside of an interior envelope or package.

## **21. Proposal Format**

Vendors are requested to assemble their proposal in the following format order:

- A. District Request for Proposal Package (**DISTRICT-WIDE MDF CORE UPGRADE/AP UPGRADES/NEW IDF INSTALLATIONS, PROJECT BID #2025-03**) with all pages and issued addenda. All Request for Proposal pages requiring signatures, information fill in, pricing, etc. must be completed in full.
- B. Vendor proposal documents detailing all proposal information requested on pages C-1 through C-10 "Section I – Section X"
- C. Any additional documents/proposal materials which the contractor deems relevant for the evaluation of their qualifications for this Request for Proposal.

Proposals are requested to be submitted in a bound form (i.e. ringed binders, spiral binders, etc) and a complete copy of all files in electronic format. in order to facilitate easy review and access, by the District evaluation team, to the submitted proposal information and documents.

END OF INSTRUCTIONS

**GENERAL CONDITIONS**

## **1. Extra, Additional, or Omitted Work-Payment**

The Governing Board may order a change, alteration, deviation, addition, or omission from said specifications or plans or other contract documents at any time during the progress of the work. Such change, alteration, deviation, addition or omission shall be specified in writing and the cost agreed upon between the governing board and the Contractor. This may be done without the formality of securing bids, if the increase so agreed upon does not exceed the greater of ten percent (10%) of the original contract price of the amount authorized by law.

## **2. Insurance**

The Contractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance hereunder and certificates evidencing such insurance have been delivered to the District.

Unless otherwise specified, the successful Contractor agent shall, within five (5) working days after notice by the District, sign and deliver to the District all certificates of insurance.

CONTRACTOR shall procure and maintain, for the term of the Contract, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers with the State of California and with a rating of or equivalent to A:VII by A.M. Best Company:

A. COMMERCIAL GENERAL LIABILITY INSURANCE in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office, Inc. (ISO) form CG 00 01 10 01. Such coverage shall include, but is not limited to, independent contractors, broad form contractual liability insurance, products and completed operations coverage, and abuse and molestation coverage.

Such coverage shall be endorsed with the endorsement equivalent to ISO form CG 20 26, naming Lawndale Elementary School District, its officials, employees, and agents as additional insureds. Such coverage shall be primary to any insurance maintained by the DISTRICT and their officials, employees, and agents and any insurance maintained by the DISTRICT, and their officials, employees, and agents shall be excess and not contribute to it.

Such coverage shall be endorsed with the insurer's waiver of its rights of subrogation against the DISTRICT.

B. AUTOMOBILE LIABILITY INSURANCE in an amount not less than \$1,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Work provided under this Agreement.

C. WORKERS COMPENSATION INSURANCE, as required by the Labor Code of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against the DISTRICT.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the DISTRICT and to establish that coverage is primary and that any insurance or self-insurance held by the DISTRICT, its officials, employees and agents shall be excess and shall not contribute to it.

The coverage and limits required hereunder shall not in any way limit the liability of the CONTRACTOR nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the CONTRACTOR'S risks hereunder.

CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing the insurance coverages required above, and all required endorsements, prior to beginning work under this Contract. The provision of such documentation and compliance with these requirements are conditions precedent to operation of this Contract.

If CONTRACTOR uses any subcontractors with DISTRICT's prior approval, CONTRACTOR shall require all subcontractors to comply with the insurance requirements hereunder and shall deliver to DISTRICT all required certificates of insurance and endorsements prior to subcontractor commencing work.

### **3. Indemnification**

- a. CONTRACTOR PROPERTY. The DISTRICT, District Board of Education, and other school authorities, are not liable for injury to any person or persons, or for damage to any property owned by the CONTRACTOR or owned by other arising in any manner whatsoever out of such service furnished by the CONTRACTOR.
  
- b. INDEMNIFICATION. CONTRACTOR agrees to defend, indemnify, and hold harmless DISTRICT, and its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of CONTRACTOR, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and CONTRACTOR shall pay for any and all damages to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. CONTRACTOR further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees.

### **4. Fingerprinting**

If the DISTRICT determines that any of the work by CONTRACTOR, including but not limited to training, assemblies or student surveys, involves more than limited contact with students, DISTRICT may, at its discretion, require CONTRACTOR to submit any such employees to fingerprinting before services commence pursuant to California Education Code §45125.1.

### **5. Excuse for Non-Performance - Force Majeure Clause**

The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, or facilities by the government, when

satisfactory evidence thereof has been presented to the other party providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

#### **6. Assignment**

The Contractor shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

#### **7. Prevailing Law**

In the event of any conflict or ambiguity between a) the Instructions, General Conditions, Specifications, or any other document forming a part of this Request for Proposals, and b) state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to any applicable requirements of local, state and federal law.

#### **8. Anti-Discrimination**

It is the policy of the District that, in connection with all the work performed, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or marital status. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work.

#### **9. Employment Diversity Plan (optional)**

Contractors who will perform more than \$58,900.00 in business with the District during the fiscal year can provide the Contract Compliance Office with an employment diversity action plan prior to the signing of any contract. A good faith effort is asked to be made by the contractor in providing this plan, if available, to the District.

#### **10. Independent Contractor**

CONTRACTOR is an independent contractor and not an employee of the DISTRICT. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the DISTRICT. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

The parties hereto acknowledge and agree that the relationship between DISTRICT and CONTRACTOR is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the CONTRACTOR and the DISTRICT. The parties specifically acknowledge and agree that CONTRACTOR is not a partner with DISTRICT, whether general or limited, and no activities of DISTRICT or CONTRACTOR or statements made by DISTRICT or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

CONTRACTOR, as an independent contractor, will carry workers' compensation insurance on CONTRACTOR's employees and other individuals as required by any applicable laws and/or regulations.

#### **11. Governing Law and Venue**

In the event of litigation, the documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be the appropriate state or federal court located in Los Angeles County.

#### **12. Invoicing**

Contractor shall issue separate invoices on a monthly basis for all services provided.

For the District's portion of the billable amount, invoices shall be submitted to:

Lawndale Elementary School District  
Attn: Accounts Payable  
4161 W. 147th St.  
Lawndale, CA 90260

Each invoice must reference **PROPOSAL/CONTRACT NO. DISTRICT-WIDE MDF CORE UPGRADE/AP UPGRADES/NEW IDF INSTALLATIONS, PROJECT BID #2025-03** and the assigned, applicable invoice number.

For the FCC's portion of the billable amount, invoices must be submitted in accordance with applicable FCC instructions. Invoices are NOT to be submitted to the District for the FCC's portion of the billable amount.

Invoices for the District's portion shall be processed for payment once a month.

If contractor does not apply discounts to invoices in a timely manner, District reserves the right to terminate agreement upon written notice.

#### **13. Gratuities**

District policy precludes employees from accepting any gratuities from Contractors. Rebates or any other form of commission or discount must be issued to the Lawndale Elementary School District.

#### **14. Proprietary Information**

All proposals received in response to this Request for Proposals become the property of the Lawndale Elementary School District. In the event a contract is awarded, all documentation, regardless of media format, produced as a result of the contract, will become the property of the Lawndale Elementary School District.

#### **15. Term of Contract, Pricing and Renewals**

Pursuant to approval by the District's Governing Board, it is anticipated the contract awarded as a result of this RFP shall be until 9/30/2028.

Any decrease in prices of the products and services listed herein must result in a corresponding decrease in prices to the District for the balance of the contract period, or as long as the lower prices are in effect.

Should the District terminate this agreement, the Contractor also agrees to refrain from implementing any service termination fees or charges in the event of cancellation or termination of this agreement.

Contractor agrees that the District will enjoy the most favorable rates afforded to end users of the Contractor's Internet Services with similar volumes, terms and conditions as the District's.

#### **16. Default**

If the Contractor refuses or fails to perform all or any part of its obligations hereunder, or fails to perform all or any part of its obligations in a timely manner, or if the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his sub-contractors should violate any of the provisions of this contract, the District may serve written notice upon him and his surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate this contract, and unless within ten (10) days after the serving of such notice, such violation(s) shall cease and arrangements satisfactory to the District for the correction thereof shall have been made, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

#### **17. Cost Records**

In accordance with generally accepted accounting principles, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the District or to the appropriate federal agencies at all reasonable times.

#### **18. Conduct of Contractor**

The Contractor agrees to inform the District of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with the interests of the District.

The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.

The Contractor shall not use for personal gain or make improper use of privileged information which is acquired in connection with its employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical; personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of vendors or subcontractors in advance of official announcement.

The Contractor or employees thereof shall not offer gifts, gratuity, favors, or entertainment -- directly or indirectly -- to District employees.

#### **18. Audit and Inspection of Records**

##### **GENERAL**

The District shall have the audit and inspection rights described in this section.

##### **COST OR PRICING DATA**

If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price

competition, established catalog or market prices of the commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the District's representative(s) shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

#### AVAILABILITY

The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this contract, or by (a) and (b) below:

- a. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- b. Records which relate to appeals under this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three (3) years after contract completion, whichever is longer.

#### **19. Disputed Charges / Billing**

In the event that the District reasonably determines that there is a material discrepancy between the contractor's invoiced charges and the District's calculation of charges owed, the District shall be permitted to withhold the disputed amount; provided, however, that the District agrees to provide notice to the contractor, with supporting documentation illustrating the basis for bona fide dispute within their payment terms.

If such billing disputes remain unresolved within sixty (60) days of submission to the vendor, both parties agree to arbitration by an impartial third party. The contracted vendor shall not disrupt service to the District for such issues pending resolution.

#### **20. DISTRICT'S RIGHT TO TERMINATE CONTRACT**

- a. **Funding:** The services provided under this contract are contingent upon Lawndale Elementary School District receiving a formal federal E-Rate USAC/SLD letter of commitment. District reserves the right to terminate the Agreement if the District is not fully funded, does not receive funds, or if funding is discontinued and no termination penalties shall apply.
- b. **Termination for Cause:** The District may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete the Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the Work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii)

persistently disregard laws, ordinances, other requirements or instructions of the District; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory arrangements (acceptable to the District) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The District may take over and complete the Work by any method it may deem appropriate. Contractor and its surety shall be liable to the District for any excess costs or other damages incurred by the District to complete the Project. If the District takes over the Work, the District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

- c. **Termination for Convenience:** The District may terminate performance of the Work in whole or, in part, if the District determines that a termination is in the District's interest.

## **21. Right To Acquire Equipment and Services**

Nothing in this agreement shall prohibit the District from acquiring the same type or equivalent equipment and/or services from other sources, when deemed to be in the District's best interest. The District reserves the right to not enter into a contract as a result of this RFP.

END OF GENERAL CONDITIONS

## **SPECIFICATIONS**

### *RFP FOR YEAR 25 (7/1/2025 to 6/30/2026) District-Wide MDF Core Upgrade/AP Upgrades/New IDF Installations*

#### **Background and General Intent**

The Lawndale Elementary School Districts network topology consists of 9 remote sites connected to the District Office via a fiber backbone in a hub and spoke fashion. The hub site is the District Office located at 4161 West 147<sup>th</sup> Street, Lawndale CA 90260. All schools receive internet access from the District Office Data Center.

All switching in the IDF's in the district were recently upgraded to the latest Ruckus switching. The MDF's at the District Offices as well as each of the sites house switching equipment that is approximately 8 years old. The District is seeking to replace these units with upgraded Ruckus switches that are compatible with the new equipment installed in the IDF's.

Additionally, the District is seeking to replace 14 high density wireless access points that are nearing end of support.

Finally, the multipurpose rooms at each of our sites do not have an IDF. The District is seeking a fully functional IDF in each location that meets or exceeds the specification of other IDF's in the district.

Upon completion, all work shall be ready for District's intended use, with all elements fully functional and operational, fully compliant with all applicable codes and requirements, and approved by local agencies having jurisdiction.

#### **Minimum Vendor Qualifications**

All vendors who are bidding on this RFP must have a valid and current Erate Service Provider Identification Number (SPIN) on file with the SLD. Furthermore, bids received from vendors previously disqualified from the Erate program shall not be considered by the District.

#### **License Requirements**

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontract. Pursuant to Section 7028.15 of the Business and Professions Code, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the District shall reject the Bid. The District shall have the right to request, and bidders shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that bidder and each of the bidder's subcontractors, before awarding the Contract.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: **C-7**

Each bidder shall utilize specialty subcontractors in the performance of work covered by specialty licenses. Subcontractors must possess the appropriate licenses for each specialty subcontract. Other required subcontract licenses: **C-10**

## **Scope of Work**

**All products, material, and equipment furnished shall be new. All products/equipment shall be UL listed.**

**The following technical/installation requirements are mandatory for the upgrade of switching in all MDF locations.**

1. Perform a pre-installation site survey at each site to verify installation plans, and verify/document equipment counts, patch cable lengths and counts, and jumper cabling required.
2. Update documentation of MDF equipment per LESD documentation requirements.
3. Stage equipment (off site), load predefined device configurations, inventory and label devices.
4. All switches will be asset tagged and labeled per district standards.
5. Install equipment during times when no students are present. This may include evening/night hours with an installation window (typically 4:00 p.m. to 12:00 a.m.), as defined by LESD.
6. Install Ruckus ICX7850, ICX 7550 and or ICX8200 switches in 10 district MDF's.
7. All switches will be fully populated with fans and dual power supplies.
8. All MDF-IDF connections will be 10Gbps (Single Mode). See page G-11 for details.
9. All WAN connections will be 10Gbps (Multi Mode). See page G-11 for details.
10. Configure switch ports for appropriate VLAN, POE, Switching, Routing, Etc. (via Brocade IOS) to support all district hardware and applications and document the network connections in the interface descriptions.
11. Install and configure central management system for all switching and provide knowledge transfer for the use of this system.
12. Replace all existing patch cables with ultra-thin cat 6 patch cables.
13. Vendor will use district specified colors as follows: Access points (Black), phones (Yellow), portals (Red), and projectors (Green) Cameras=Purple, Clocks=Purple. All other patch cables connected to district switches will be blue.
14. Remove and inventory old equipment and deliver to LESD warehouse.

**The following technical/installation requirements are mandatory for new IDF installations.**

1. Contractor shall prepare and submit to District a detailed method of procedure for the work in each IDF/MDF room. The method of procedure shall include all tasks, resources, time intervals associated with the replacement process.
2. Install IDF cabinets in the multipurpose rooms at 9 sites. New Cabinets/IDF's should meet the following specifications:
  - a. 3-pair SMF should be run back to the site MDF
  - b. Tempered glass in front door for visibility of equipment.
  - c. Front and rear door with keyed locks.

- d. Perforated rear door for non-wall mounted cabinets.
  - e. Front door should be easy to remove; reversible to open from the right or left.
  - f. Welded and bolted four-post frame.
  - g. Cabinets should include vertical cable management.
  - h. Front and rear (four post support) for 19"EIA (482.6 mm) rack-mount equipment.
  - i. 1.75"H (44.45 mm) U spacing, marked and numbered bottom-to-top on all rails.
  - j. Square punched holes that accept Clik-Nut Hardware Kit and standard cage nuts.
  - k. 30-32 inch equipment depth.
  - l. M6 Equipment mounting screws and cage nuts.
  - m. Black powder coat finish.
  - n. Each cabinet should include low decibel fan kits.
  - o. All mounting hardware, rails, posts, shelves, as required to support district equipment.
  - p. Minimum 3 Year warranty on all equipment.
  - q. Acceptable manufacturers: Southwest Data Products, Chatsworth Products, or equivalent.
3. New IDF's should include the following equipment.
    - a. 48 port switch (Ruckus ICX 8200-48ZP-R2)
    - b. 48 port patch panel (Optilink)
    - c. Lithium-Ion UPS with a minimum runtime of 30 minutes
    - d. Fiber enclosure for new fiber
    - e. Low noise cooling fans on each side
  4. Contractor shall install new wall mounted cabinet. Cabinets shall be installed to restrain forces for seismic zone 4.
  5. Contractor shall provide electrical grounding and bonding of new cabinets and components.
  6. Contractor shall provide power to new cabinets. All electrical work shall conform to requirements of prevailing California Electric Code.
  7. Contractor shall install new patch panels and new patch cables at each new cabinet.
  8. All new cabling/patching should be labeled to match existing design.
  9. All patch cables will be ultra-thin cat 6 patch cables.
  10. Vendor will use district specified colors as follows: Access points (Black), phones (Yellow), portals (Red), and projectors (Green). All other patch cables connected to district switches will be blue.
  11. All new cabling and wiring shall be provided with industry standard slack and service loops.
  12. Cabinets should provide sufficient rack space to allow for a 30% increase in port density.
  13. UPS units should meet the following specifications:
    - a. Units should be sized to meet specific IDF equipment needs.
    - b. No unit should have a load of more than 50%.
    - c. Minimum runtime of 30 minutes (IDF) 60 minutes (MDF).
    - d. Units must be Lithium-Ion
    - e. SNMP modules for network monitoring and configuration.
    - f. Environmental monitoring for temperature.
    - g. Provide Manufacturer's 10 Year warranty on all equipment and batteries.
    - h. Acceptable UPS manufacturers: N1C or equivalent.
  14. Backboards: for wall mounted equipment provide the following:
    - a. Mount ¾ inch fire retardant knot free, AC grade plywood sheets with fire rating stamp on A side, from 6 inches above finished floor to a minimum of 8 feet 6 inches above finished floor or existing ceiling height. Plywood width shall be width of mounted equipment plus 6 inches clear on each side.

- b. Mount plywood to the wall such that it is capable of supporting 50-pounds per linear foot of wall space. Install plywood as follows; a. Plumb, level, true, and straight with no distortions. Shim as required using concealed shims. b. Trim the plywood around electrical and telecommunications outlets. c. Install plywood with the A side out, with fire rated stamp on A side. Mask the fire rated stamp before painting.
- c. Paint plywood backboards with two coats of Class A fire rated low-gloss white paint, or to match existing wall color as directed by District.
- d. Counter sink plywood mounting fasteners so they are flush with wood surface.

**The following technical/installation requirements are mandatory for the upgrade of the wireless access points**

- 1. This portion of the project will be drop-ship only. 14 Ruckus 901-R770-US00 access points should be delivered to the district offices.
- 2. All necessary operational and management licensing should be included in the pricing.
- 3. Customer will install and configure access points.

**Design-Build Element of Work:** For all new material, products, and equipment installed under this agreement to be wall, floor, or ceiling mounted, Contractor shall engage services of a professional structural engineer licensed to perform work in the State of California, to design attachment systems capable of resisting seismic forces in accordance with California Building Codes and ASCE7 Chapter 13. This design shall include engineer stamped calculations, drawings, and details. Contractor shall furnish and install all materials required by the structural engineer's design.

**Labeling/Identification:** Contractor shall provide new labeling and identification of all equipment racks, cabinets, and equipment provided under this agreement. Labeling format shall follow District labeling schema and standards. Label each rack and equipment cabinet on the top front and rear horizontal bar utilizing a decal strip holder system. Install adhesive-backed reflective labels consisting of individual letters and numbers. The labels shall identify the cabinet location or ID corresponding to the District's labeling scheme. Equipment shall have one label and labels shall be placed on the equipment as directed by District.

**Schedule/Duration of Work:** Contractor shall provide sufficient resources to complete the work in the following manner:

- a. Installation at each site must be completed in no more than 7 calendar days.
- b. Overall duration of work shall not exceed 70 calendar days.

**SPECIAL CONDITIONS**

- 1. **Fingerprinting Requirements:** Considering the totality of the circumstances concerning the project, Pursuant to Article 13 of the General Conditions, the District's Determination of Fingerprinting Requirement Application applies for this project, for all Contractor and Contractor's employees.
  - a. x **subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article 13 of the General Conditions.**

b. \_\_\_ not subject to the requirements of Education Code section 45125.2 and are subject to Paragraph (b) of Article 13 of the General Conditions.

2. **Liquidated Damages:** If work under this Contract is not ready for the intended use within the time period specified in the Contract, the agreed liquidated damages established in the General Conditions are as follows: **Calendar days past Time for Performance: \$500 per calendar day.**
3. **Substitutions:** All requests for Substitutions, submitted in accordance with the General Conditions and these Special Conditions shall be submitted using the "Request for Substitution form included in the technical specifications, including the affidavit certifying that the proposed substitution is:
  - a. In full compliance with requirements of the Contract Documents and applicable code requirements.
  - b. Meets or exceeds the standard of quality of the item specified.
  - c. The same warranty will be provided as for the specified item; and.
  - d. The Contractor waives all claims for additional costs or time that may result from use of an approved substitution.
  - e. The form shall be accompanied by complete technical data including drawings, performance specifications, samples, and test reports, and any other information as may be requested by the District Representative.
  - f. Substitution requests must be submitted using the "Request for Substitution" form **within fifteen (15) calendar days of Notice of Award.** No Substitution will be allowed after bid opening unless approved by the District after Notice to Proceed.
  - g. The decision of the District Representative regarding any proposed substitution will be in writing, and the District Representative's decision shall be final. Should a proposed substitution be accepted, such acceptance shall not relieve the Contractor from complying with requirements of the Drawings and Specifications.

### **Other Special Conditions**

1. Working Days and Hours:
  - a. School in Session (occupied): Monday through Wednesday and Friday, after 4:00 p.m. Thursday after 1:00 p.m. Saturday 7:00 a.m. to 4:00 p.m.
  - b. School on Vacation (unoccupied): Monday through Friday. 7:00 a.m. to 3:30 p.m.
2. Contractor is provided the following notice: Lead, as well as other metals including but not limited to arsenic, cadmium, and chromium, are commonly present in paint at varying concentrations in painted surfaces. Therefore, as an employer, you are expected to comply with all applicable regulations for protection of workers and environment, including but not limited to Cal/OSHA, prior to and during disturbance or removal of lead or other metal containing paint. Lead, arsenic, cadmium and chromium VI are substances known to the State of California to cause cancer or birth defects and other reproductive harm.
3. The Contractor shall provide, prior to first invoicing, a Schedule of Values reflecting the total contract amount. The schedule of values shall be broken down into logical elements/areas of work, phases, by labor and material, allowances, general conditions, profit. The Schedule of Values shall be in a format acceptable to DISTRICT and in sufficient detail to allow

DISTRICT to properly assess progress on the project and facilitate review of Contractor invoices.

4. Contractor is solely responsible for verification of all dimensions, elevations, quantities, areas, counts, measurements and conditions prior to submitting proposal to DISTRICT. Should the Contractor discover errors, discrepancies and/or inconsistencies between the Contract Documents and actual conditions, Contractor shall report such errors, discrepancies, and/or inconsistencies to DISTRICT prior to submitting proposal to DISTRICT.
5. It is the intent of the Contract Documents that the more stringent, higher quality of material and/or workmanship, and/or greater quantities and/or effort shall be provided by the Contractor into the Work. Should a conflict exist within or between parts of the Contract Documents, the more stringent or higher quantity, quality, and/or effort requirements shall control. Where a conflict exists among Codes and Standards applicable to Contractor performance of the Work, the most stringent provision of such Codes and Standards shall govern.
6. Contractor shall prepare a site utilization plan showing the site, contractor's proposed limit of work, area available for DISTRICT use, pedestrian and vehicular traffic routes, contractor parking area, storage area, temporary barricades/fencing, temporary toilets, proposed material delivery routes, etc. Plan shall be submitted to DISTRICT Representative in pdf format. Contractor shall obtain DISTRICT approval of the site utilization plan prior to implementation.
7. Contractor shall prepare a construction schedule using the CPM method depicting activities, durations, start & finish dates, predecessors, successors, logic relationships, milestones, deadlines for the work. The schedule shall include mobilization/demobilization, submittal preparation, review and approval, long lead materials/equipment, planned service interruptions, energizing, system startup and commissioning, and Owner and third party activities (such as inspections). The schedule shall be resource loaded. The schedule shall be submitted electronically prior to work (at the Preconstruction Meeting) and be updated and submitted prior to each construction meeting (or more frequently in the event of changing conditions). Acceptable format is Microsoft Project.mpp files.
8. Extra, changed, or deleted work which result in a change or impact to contract time shall be inserted into the construction schedule as separate and distinct activities. The activities shall include the start, finish, duration, and logical relationships of the changed work, and include the event, issue or document giving rise to the change, procurement, fabrication, and installation of the changed work.
9. In the event the Contractor falls behind in critical path progress by more 5 days through no fault of DISTRICT, Contractor shall implement a recovery plan. A recovery plan shall include increasing manpower, working longer hours, working more days, working more efficiently, re-sequencing activities, expediting material fabrication, expedite delivery, or any other method recommended by the Contractor to regain time lost in schedule. DISTRICT shall approve the recovery plan prior to implementation by the Contractor. DISTRICT's approval or accommodation of the recovery plan or additional recovery efforts shall not be construed as directing the contractor's means and methods or actual or constructive acceleration by

the DISTRICT. Cost of the recovery plan shall be borne entirely and exclusively by the Contractor.

10. Contractor shall be entitled to compensation for delays, only if the delay is solely and exclusively the responsibility of the DISTRICT. Delay notice and Time Extension request shall be submitted with substantiating data including graphically demonstrating the critical path impact using fragnets or schedules. Weather delays and or DISTRICT delays concurrent with Contractor delays are not compensable.
11. Upon written notice of a change, the Contractor shall provide the DISTRICT's Representative with a written cost proposal. The cost proposal shall be broken down in sufficient detail to allow interpretation and evaluation by the DISTRICT's Representative. At a minimum, all changes shall be broken down into labor, man-hours, hourly rates, material, material quantities, equipment, and equipment rental rates at the sub-subcontractor, subcontractor, and contractor tiers.
12. Compensation for changed, extra, or deleted work shall mean the costs necessarily incurred by the Contractor and all other tiers within the construction organization, that actually perform the extra or changed work, and shall be limited to the following to the extent so incurred:
  - a. Straight time wages or salaries for employees directly employed at the jobsite, in direct performance of the extra or change work.
  - b. Premium cost of overtime labor, for employees directly employed at the jobsite, in direct performance of the extra or changed work.
  - c. Payroll burdens including Workers compensation premiums, Federal, State and local government levied taxes.
  - d. Costs of material, including applicable sales taxes, which are incorporated into and used in the performance of the extra or changed work. Such costs shall be charged at the lowest price available to the Contractor, but in no event shall such costs exceed normal competitive costs obtainable from other subcontractors, suppliers, manufacturers, distributors in the local area of the work. All discounts, rebates, and refunds, and all returns from sale of surplus materials and consumable items shall accrue to the DISTRICT. The Contractor shall make provisions so that the District shall obtain these reductions.
  - e. Costs for additional insurance, bonds, as applicable, required for the extra or change work.
  - f. Additional costs of royalties and permits or fees due to the performance of extra or changed work.
  - g. Rental charges for necessary machinery and equipment utilized in the performance of the extra or changed work. Any rental charges shall be at rates comparable to that of normal competitive rates obtainable by the DISTRICT under separate rental agreements from unrelated third parties in the vicinity of the jobsite.
  - h. Markup rates for changes shall be as follows:
    1. For changed work performed directly by the Contractor – 10% for the Contractor.
    2. For changed work performed directly by a subcontractor – 10% for the subcontractor and 5% for the Contractor.
13. Compensation for extra or changed work shall not include the following:
  - a. Cost of superintendent, assistant superintendent, project engineer, project manager, scheduler, and estimator.

- b. Drafting or detailing, unless re-issue of previously reviewed shop or record drawing is required to prosecute or reflect the scope of the changed or extra work.
  - c. Small tools (where replacement value does not exceed \$500).
  - d. Jobsite or home office expenses including staff, materials, and supplies.
  - e. On-site or off-site trailer and storage rental costs, and drop off and pick up costs.
  - f. Site fencing.
  - g. Utilities including gas, electric, sewer, water, telephone, fax, copier, equipment.
  - h. Data processing personnel, equipment, costs.
  - i. Federal, State, or local business income and franchise taxes.
  - j. Re-stock or return charges or fees.
  - k. Standby or non-operated equipment time.
14. In the event that the Contractor and DISTRICT's Representative do not mutually agree on the cost or amount of compensation for extra, changed or deleted work, the Contractor shall nevertheless promptly and diligently proceed with the extra, changed or deleted work, as directed by the DISTRICT's Representative.
15. Contractor shall use Prevailing Wage data as published by the California Department of Industrial Relations for the area of work, as the basis for preparing the extra, changed or deleted work. This requirement applies to subcontractors as well. In no case shall the District pay wage rates in excess of the Prevailing Wages established for the project.
16. The speed limit while driving on DISTRICT property is 5MPH.
17. Contractor shall provide portable restroom and handwashing facilities for the Contractor's use during construction. Contractor shall maintain restroom and handwashing facilities in clean condition and stocked at all times.
18. Contractor shall provide temporary water as required for the conduct of the Contractor's work.
19. Contractor may use DISTRICT power as available. Contractor power requirements in excess of DISTRICT's available power (voltage and/or amperage) shall be provided by Contractor. Cost of application, design, permitting, setting, and distributing temporary power shall be by contractor. Cost of power usage shall be by Contractor.
20. Protection of the work site and work in place is the responsibility of the Contractor. Contractor shall maintain site secured at all times.
21. Contractor shall fully cooperate and coordinate construction activities with the activities of DISTRICT, their agents, contractors, and vendors.
22. Contractor shall provide 15 days written notification prior to planned interruption of any equipment or service.
23. Contractor shall remove from site all trash and debris generated by Contractor activities. Contractor shall maintain, on a daily basis, a clean area of work, free from trash, debris, surplus material. Contractor shall promptly clean up upon direction from DISTRICT or their project manager.

24. Contractor shall patch and repair Contractor damaged adjacent surfaces to match existing.
25. Contractor shall provide a 1 year full labor, equipment, and material warranty for work provided under this agreement.
26. Contractor shall provide underground utility mark out in and around the area of work prior to any work activity. Utility mark out shall be re-performed as statutory limits require, and if mark outs are obscured due to weather or subsequent work activities.
27. Contractor shall attend a pre-construction meeting held at the project site prior to work activities. Attendance is required for Contractor project manager and superintendent.
28. Contractor shall attend a weekly construction progress meetings held at the project site throughout the duration of the project. Attendance is required for Contractor project manager and superintendent.
29. Contractor shall maintain Daily Reports, Submittal Logs, RFI Logs, and Change Order Logs throughout the duration of the project. The Reports and Logs shall be updated and presented at each construction progress meeting in hardcopy format and in .pdf format via email.
30. Contractor is solely and exclusively responsible for safety within and around the area of work. Contractor's safety administration includes the maintenance of jobsite documents such as the Code of Safe Practices and IIP, as well as jobsite postings, and recordkeeping. Contractor shall maintain compliance with California Code of Regulations Title 8 Cal OSHA requirements throughout the duration of the work, including requirements for working at elevation, fall protection, fire protection, and safely using scaffolds and ladders. Emergency egress pathways (both for Contractor and DISTRICT personnel) shall not be impeded or blocked in any way.
31. Contractor shall maintain on the project site MSDS sheets for all material and products used in the conduct of the work. Contractor shall present MSDS sheets to DISTRICT for inspection upon request by DISTRICT and/or Project Manager.
32. Contractor shall provide temporary barricades and signage to clearly indicate temporary or altered pedestrian and vehicular pathways in the vicinity of and through the area of work. The temporary barricades and signage shall be placed, adjusted, and removed as changing jobsite conditions require. Handwritten signage is not acceptable.
33. Parking is available on the project site (during summer). Any empty or free spaces/stalls are acceptable for Contractor parking. The Contractor shall at no time park in DISTRICT designated parking stalls (those with name signs), along curbs, striped zones, in landscaped areas, on sidewalks, or in a manner which blocks or restricts other vehicles from movement.
34. Use of tobacco, alcohol, and/or drugs is prohibited at all times on the project site or DISTRICT property.
35. Contractor shall maintain as-built drawings and inspection records on site throughout the duration of the work.

36. Contractor shall utilize services of subcontractors listed on Contractor proposal. DISTRICT reserves the right to approve all subcontractors and any change or substitution in subcontractor. DISTRICT's approval must be in writing, and approval of any subcontractor under this Agreement shall not in any way relieve Contractor of its obligations in the Contract Documents. Nothing contained in any Contract Document shall create any contractual relationship between any subcontractor and DISTRICT.
37. All punch list items shall be completed within 15 days of DISTRICT's issuance of the punch list. DISTRICT reserves the right to withhold Contractor funds for the purpose of completing incomplete punch list items. The withholding amount shall be at the stipulated sum of 200% of the DISTRICT's estimate of the cost for completing such incomplete work.
38. Retention funds shall be released by DISTRICT upon delivery of and completion of **ALL** the following items:
- a. Punch list inspection by DISTRICT and their agents (architect/engineers).
  - b. Contractor's statement of punchlist item correction.
  - c. Record of inspections (inspection card).
  - d. All DSA required forms, reports, documents, and submittals required to be submitted by the Contractor to fulfill DSA Project Certification.
  - e. Final inspections by authorities having jurisdiction.
  - f. Operations and Maintenance Manuals.
  - g. Owner Training.
  - h. Warranties and Guarantees.
  - i. Extra stock/Spare Parts/Keys.
  - j. As-builts/Perforated drawing set.
  - k. As-built project schedule.
  - l. Contractor Daily Reports.
  - m. Record documents delivered on USB "Thumb" Drive.
  - n. Conditional and Unconditional Waivers.
  - o. Statement from Surety evidencing continuation of insurance through warranty period.
  - p. Consent of Surety to Final Payment.
39. Contractor shall provide temporary enclosures and seals to prevent water infiltration into building throughout the duration of construction. This requirement includes but is not limited to any penetrations or openings at roofs, walls, windows, and doors.
40. Contractor penetrating or disturbing fire rated assemblies shall restore such assemblies to their specified fire rating.
41. Contractor shall provide District with salvage rights on all existing products, materials, and equipment removed as part of this project. In the event District waives salvage rights Contractor shall legally dispose/recycle of existing products, materials and equipment off site.

*- End of Special Conditions -*

**Quotation Page - PRICING**  
(Must Attach Cost Matrix Form)

**Total Bid**

Total: \$ \_\_\_\_\_

Authorized Representative:

\_\_\_\_\_  
Signature (also sign page B-1)

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Title

## AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Lawndale Elementary School District, hereinafter referred to as "District", and \_\_\_\_\_ hereinafter referred to as "Contractor".

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I

### TERM

The term of this Agreement shall commence upon execution of this agreement by all parties and shall continue through acceptance by the District of all required work and final payment to Contractor. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement. The term of this Agreement shall be from **December 20, 2024** through **September 30, 2028**.

II

### WORK

Contractor shall perform and render all services as prescribed and required by the Notice to Bidders, Bid Proposal Form, Instructions to Bidders, General Conditions, Specifications, and all documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

III

### NON-FUNDING

The services provided under this contract are contingent upon Lawndale Elementary School District receiving a formal federal E-Rate USAC/SLD letter of commitment or, when applicable, funding by the California Teleconnect Fund. District reserves the right to terminate the Agreement if the District is not fully funded, does not receive funds, or if funding is discontinued and no termination penalties shall apply.

IV

### NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Governing Board for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

V

### TERMINATION

This Agreement may be terminated by the District upon thirty (30) days' written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

VI

COMPENSATION

Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Quotation Sheet(s), incorporated herein by reference.

VII

METHOD OF PAYMENT

Service provider must bill the applicant for non-discount share of services. Payment will be made after completion of all work and acceptance by the District, and receipt of auditable invoice.

VIII

CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the Notice to Bidders, Bid Proposal Form, Instructions to Bidders, General Conditions, Specifications, and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

IX

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Contractor, by execution of the Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

**CONTRACTOR:**

**DISTRICT:**

\_\_\_\_\_

Lawndale Elementary School District

License No. \_\_\_\_\_

By \_\_\_\_\_  
Superintendent or Designee

By \_\_\_\_\_

Title: Superintendent or Designee

Title \_\_\_\_\_

Date \_\_\_\_\_

Date: \_\_\_\_\_

Governing Board Date: \_\_\_\_\_

(Corporate Seal)

## **E-RATE SUPPLEMENTAL TERMS AND CONDITIONS**

Signed copy to be returned with proposal and/or bid response ("Proposal") in response to this Solicitation ("RFP/RFB/RFQ").

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

### **1) E-RATE CONTINGENCY**

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

### **2) SERVICE PROVIDER REQUIREMENTS**

The Applicant expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

a. Service Providers are required to be in full compliance with all current rules and requirements and future rules and requirements issued by the FCC and USAC throughout the agreement period of any Agreement entered into as a result of this RFP/RFB/RFQ.

b. Service Providers are responsible for providing a valid Service Provider Identification Number ("SPIN"). More information about obtaining a SPIN may be found at this website:

<https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>

c. Service Providers are responsible for providing a valid Federal Communications Commission Registration Number (“FRN”) at the time the Proposal is submitted. More information about obtaining an FRN may be found at this website:

<https://fjallfoss.fcc.gov/coresWeb/publicHome.do>

d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential Service Provider found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for termination of the Agreement as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website:

[http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html)

e. Products and services must be delivered before billing and E-rate discounting can commence. At no time may the Service Provider invoice before July 1, 2025.

f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any Agreement and USAC-approved extensions).

g. Goods and services provided shall be clearly designated as “E-rate Eligible.” Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per USAC guidelines.

**h. For Category 2 equipment or services, within one (1) week of notification of award, the awarded Service Provider must provide the Applicant a bill of materials using a completed and most current and appropriate version of USACs “Bulk Upload Template” (formerly known as the Item 21 attachment) located at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>. Subsequent schedules of values and invoices must match the Bulk Upload Template and approved Funding Request Line Items or subsequent approved service substitutions. If the service provider’s proposal consisted of pricing per eligible location, a summary sheet and summary Bulk Upload Template must be provided to describe the cumulative amount for all sites.**

i. In the event of questions during an E-rate pre-commitment review, post-commitment review, and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

j. The awarded Service Provider is required to send copies of all forms and invoices to the Applicant prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the Applicant placing the vendor on an "Invoice Check" with the USAC: <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>.

k. Service providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bid/lowest-corresponding-price/>.

l. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See <https://www.usac.org/about/reports-orders/supply-chain/>. Any proposed solution including Covered Equipment or Services as defined by the FCC will be disqualified. If, after award of the project it is found Covered Equipment or Services are included, the award and/or Agreement will be considered to be null and void. See <https://www.fcc.gov/supplychain> for further information on FCC requirements.

m. SPAM and/or robotic responses will not be considered valid Proposals and will be disqualified from consideration.

n. Any Service Provider proposals identifying contingency fees such as allocations for change orders, tariffs, or other speculative fees not specifically called out for in the scope and/or terms of the RFP/RFB/RFQ will automatically be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP/RFB/RFQ. Contingency fees not pre-approved by the Applicant will not be allowed.

### 3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in its proposal will be allowed without prior written approval from the Applicant and a USAC service substitution approval with the exception of a Global Service Substitutions. See <https://www.usac.org/e-rate/applicant-process/before-youre-done/service-substitutions/>.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its Proposal shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Service Providers found not to be providing Lowest Corresponding Price (LCP) may be required to repay any identified overcharges to USAC. The Service Provider acknowledges that LCP is solely the service provider's responsibility and it will not hold the Applicant liable, or seek reimbursement from any applicant, for any appeals, commitment adjustments or funding recoveries.
- d. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: <https://www.usac.org/about/reports-orders/supply-chain/>.
- e. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The Service Provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

### 4) STARTING SERVICES/ADVANCE INSTALLATION

## **Early Funding Conditions**

### **Category 2**

There are two conditions that allow USAC to provide support in a funding year for Category 2 Internal Connections (equipment and services) incurred prior to that funding year.

- *Applicants may seek support for Category 2 eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#), released July 23, 2014).

It is important to note NO FCC FORM 474 INVOICING can take place before the Funding Commitment Decision Letter is issued, the FCC Form 486 is approved, and/or prior to July 1 of the funding year.

### **5) INVOICING**

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the FCC Form 474 Service Provider Invoice (SPI). The Applicant will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (FCC Form 472). The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Funding Request Number (“FRN”) and associated FRN Line Items and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from USAC and submission, certification and USAC approval of FCC Form 486, the Applicant shall pay only the discounted amount

beginning with the billing cycle immediately following said approval. Alternatively, should the Applicant decide that it is in the best interest of the Applicant to file an FCC Form 472, the Applicant will inform the Service Provider of its intent.

b. The Service Provider agrees that it will not invoice USAC for equipment or services that have not been delivered to and accepted by the Applicant and installed. If equipment is being drop-shipped to the Applicant and the Applicant is responsible for installing the equipment, the Service Provider may not invoice USAC until equipment is received and accepted by the Applicant.

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

## **6) FCC/USAC AUDITS**

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. The Service Provider hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP/RFB/RFQ for ten (10) years after final payment. The Applicant, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Service Provider and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

## **7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES AND AGREEMENT TERM**

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

acknowledge, accept and are in agreement with coterminous expiration conditions.

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

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone**  
**Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Service Provider Name:** \_\_\_\_\_

**Service Provider FCC Registration Number:** \_\_\_\_\_

**Service Provider Identification Number:** \_\_\_\_\_

**EXHIBIT A: Equipment List**

<b>Type of Equipment</b>	<b>Model Number</b>	<b>Quantity</b>	<b>Price</b>
Switch	Ruckus ICX7850-48F-E2	2	
Switch	Ruckus ICX7550-48ZP-E2-R3	12	
Switch	Ruckus ICX7550-48P-E2-R3	9	
Switch	Ruckus ICX7550-24F-E2-R3	6	
Switch	Ruckus ICX8200-48ZP-R2	9	
SFP+	10G-SFPP-TWX-P-0101	14	
SFP	10G-SFPP-LR	18	
Access Point	Ruckus 901-R770-US00	14	
IDF Cabinet	CPI 12419-736	9	
IDF Fan	CPI 12804-701	18	
IDF Filter Kits	CPI 12805-701	18	
Lithium UPS	N1C LR1500	9	
Fiber Enclosure	Leviton 1RU	9	
Patch Panels	Optilink C6-48	9	
Copper Patch Cables	Optilink OLG20PXXC-XX	432	
Fiber Patch Cables	Optilink LCLCDUPSM	18	