



REQUEST FOR PROPOSAL
(RFP) #02TECH25

**Endpoint Protection and Device Management (EDR/XDR)
AND Data Backup and Recovery Solutions
Federal Funding Involved**

Introduction and Background

Lynwood Unified School District (LUSD) serves over 10,000 students in Los Angeles County and is committed to safeguarding its digital assets and ensuring uninterrupted learning and administrative operations. The RFP solicits proposals from qualified vendors to provide as part of our FCC Cybersecurity Pilot Program initiative, **Component A.** Endpoint Protection and Device Management (EDR/XDR) **AND Component B.** Backup and Recovery Solutions.

The district reserves the right to award contracts in parts, allowing for multi-vendor, multi-award agreements. This flexibility ensures that the most suitable solutions for each component of the project are selected, optimizing performance and cost-effectiveness.

Vendors may submit proposals for ONE OF TWO COMPONENTS (A or B) OR THE ENTIRE SCOPE OF WORK. The evaluation criteria will be the same for both project components. Must have a USAC Service Provider Identification Number (SPIN) and be in Green Light status.

SPECIAL NOTICE:

Inquiries: Any questions regarding this RFP or selection process must be directed solely to the Buyer through email at dnavarro@mylUSD.org and Cc: Purchasingfinal@mylUSD.org. Submitters inclusive of any prospective team members and their employees or others who may be involved or engaged in the work and contract following this solicitation are requested not to contact LUSD Board members, or District staff other than the Buyer in connection with this selection process. Any submitters who violate this request may be disqualified from further consideration.

STAY INFORMED!

Any Questions, email: Dnavarro@mylUSD.org and Cc: Purchasingfinal@mylUSD.org

RFP Document can be downloaded from the LUSD website at
<https://www.mylUSD.org/apps/pages/bids-and-rfps> on or after **May 29, 2025.**

Responses of the District to the notice of any errors or discrepancies herein, or clarifications will be issued by a written addendum posted on the district website Purchasing page link below under Active RFP & RFQ section at <https://www.mylUSD.org/apps/pages/bids-and-rfps>. It is the responsibility of the Respondents to regularly check the aforementioned web page for current written RFP modifications and addenda/s prior to submitting the proposal.

District Representative	Procurement Officer
Contact Name: Daniela Navarro, Sr. Buyer Email: dnavarro@mylUSD.org	Contact Name: Ricardo Harris, Director Email: rharris@mylUSD.org

Advertised: May 29, 2025 and June 05, 2025



REQUEST FOR PROPOSAL RFP #02TECH25
Endpoint Protection and Device Management (EDR/XDR) **AND**
Backup and Recovery Solutions

NOTICE OF INVITATION

Lynwood Unified School District (LUSD) serves over 10,000 students in Los Angeles County and is committed to safeguarding its digital assets and ensuring uninterrupted learning and administrative operations. The RFP solicits proposals from qualified vendors to provide as part of our FCC Cybersecurity Pilot Program initiative, **Component A. Endpoint Protection and Device Management (EDR/XDR) AND Component B. Backup and Recovery Solutions.**

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Vendors may submit proposals for ONE OF TWO COMPONENTS OR THE ENTIRE SCOPE OF WORK. The evaluation criteria will be the same for both project components. Must have a USAC Service Provider Identification Number (SPIN) and be in Green Light status.

A Non-Mandatory Virtual Pre-proposal conference is scheduled on Thursday, June 12, 2025 at 10:00 am. Contractors interested in responding to this RFP are encouraged to attend. The virtual Pre-Proposal conference will be hosted via Google Meet with options to join in online or over the phone. **Link provide:** <https://meet.google.c5om/tjh-wuoc-fro> Or dial: (US) +1 470-499-1816 PIN: 414 403 236#

Proposals are DUE on Tuesday, July 15, 2025 by 10:00 a.m.

Proposals received later than the designated time and date will not be accepted or returned unopened. Facsimile (FAX) or e-mailed copies of submittals will not be accepted.

Any Questions, email: Dnavarro@mylusc.org and Cc: Purchasingfinal@mylusc.org

RFP Document can be downloaded from the LUSD website at <https://www.mylusc.org/apps/pages/bids-and-rfps> **on or after May 29, 2025.**

Responses of the District to the notice of any errors or discrepancies herein, or clarifications will be issued by a written addendum posted on the district website Purchasing page link below under Active RFP & RFQ section at <https://www.mylusc.org/apps/pages/bids-and-rfps>. It is the responsibility of the Respondents to regularly check the aforementioned web page for current written RFP modifications and addenda/s prior to submitting the proposal.

Note: Firms interested in submitting a response to this RFP are not to contact by any means, any Board Member, Administrator, or staff member of the District other than the designated Buyer identified above regarding this RFP. If this directive is violated, the District may deem the Firm's "submittal" to be "Non-Responsive", and no further consideration will be given. ** No phone calls for information concerning this RFP will be accepted.**

Lynwood Unified School District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality or irregularity in the RFP process.

Advertised: May 22, 2025 and May 29, 2025



I. Project Overview and Objectives

This project aims to implement a multi-layered cybersecurity framework that:

- Protects all endpoints connected to LUSD's broadband network.
- Enables rapid detection and response to cyber threats.
- Ensures data resilience through automated backup and recovery.
- Supports regulatory compliance and user awareness.

Objectives

- Achieve a 10% reduction in successful cybersecurity incidents within the first year.
- Ensure response to detected threats within 30 minutes.
- Meet all FERPA, CIPA, and CA state privacy standards.
- Increase cybersecurity awareness among users by 30%.

Scope of Work

LUSD invites vendors to bid on the following services. Vendors may respond to one or both components: Indicate which component you are responding to:

Component A. Endpoint Detection and Response (EDR/XDR)

1. Real-time threat detection and remediation.
2. AI-driven threat intelligence and behavioral analysis.
3. Unified console for endpoint and network visibility.
4. Integration with Google Workspace and Active Directory.
5. Centralized policy enforcement and reporting.
6. Cloud security services and email security for Google Workspace.
7. Managed detection and response services, including dark web scanning.
8. BYOD visibility and monitoring.
9. Employee cybersecurity awareness tools and phishing simulations.
10. Solution must include policy-based automated containment and alerting, with visibility across user, device, and network layers.
11. The system should support endpoint forensics and remote incident response.

Component B. Data Backup & Recovery

1. Encrypted automated backups (cloud and on-prem).
2. Recovery point and time objectives (RPO/RTO) under 2 hours.
3. Comprehensive disaster recovery plan.
4. Regular test restores and reporting.
5. Must support LUSD's current backup environment which leverages a Nutanix cluster, Hyper-V, and HYCU via Google Cloud Platform.
6. Proposed solutions should incorporate hyper-converged infrastructure—compute, network, and storage—designed to simplify management and improve scalability.
7. Vendors are encouraged to propose a "Good, Better, Best" scenario outlining solution tiers with varying features, scalability, and support options to meet current needs and support future expansion.



8. Solution must support granular file-level restoration, full-system image recovery, and continuous data protection capabilities.
9. The proposal should also include cloud failover options and the ability to meet business continuity requirements for critical systems

Technical and Functional Requirements

Component A. EDR/XDR Solution Requirements:

- AI/ML threat detection.
- Cross-domain event correlation.
- Automated containment and remediation workflows.
- Incident timeline and forensic tools.
- Cloud email and web gateway protection.
- Compatibility with SIEM and log management tools.
- Role-based dashboards and audit trails.

Component B. Data Backup and Recovery Solution Requirements:

- End-to-end AES-256 encryption.
- Automated daily backups.
- User-friendly recovery interface.
- Compatibility with LUSD's hybrid data environment.
- Integration with Nutanix, HYCU, and Google Cloud Platform.
- Capacity planning features and usage dashboards.

District IT Environment

- Approximately 15,000 district-managed devices.
- Chromebook-heavy student deployment; Windows and Mac for staff.
- Google Workspace for Education
- Hybrid data environment (on-prem and cloud).

Proposal Submission Requirements

Vendors must submit their proposals by **Proposals are DUE on Tuesday, July 15, 2025 by 10:00 a.m.** at location: Lynwood Unified School District, **11321 Bullis Rd. Lynwood, Ca. 90262, 2nd Floor, Purchasing Department.** Proposals received after 10:00 am will not be accepted or returned unopened. All materials submitted in response to this RFP shall be in a sealed envelope, 8 1/2" x 11" paper, Paper Clipped or Spiral bound, (preferably no binders) in portrait orientation.

The RFP has two proposal components. The two proposal components can be awarded to one firm OR separately with two firms. Only one proposal is required for either ONE OF TWO COMPONENTS OR THE ENTIRE SCOPE OF WORK.



Evaluation criteria will be the same for both project components.

Proposals must be clearly organized and labeled with the following sections:

- Identify The Scope
- Executive Summary
- Technical Approach and Solution Description
- Implementation Plan and Timeline
-
- Pricing Summary (with E-rate eligibility details)
- Support and Warranty Documentation
- Company Background and Experience
- Required Signed Appendices
- Additional documents

Proposals may include alternative solutions if clearly identified as such. Justifications must demonstrate that alternatives meet or exceed the required specifications and maintain compatibility with LUSD's infrastructure.

Proposals must also include but not limited to the following documents:

- A copy of proposed warranties and service level agreements (SLAs), including escalation processes and response time targets.
- Explicit delineation of Cybersecurity eligibility by line item for all equipment and services, including: quantity, description, unit cost, extended cost, tax, shipping, and E-rate eligibility percentage.

Proposals must also include:

- Proposals must be submitted on **Tuesday, July 15, 2025 by 10:00 a.m.** and must include:
 - Cover letter summarizing qualifications.
 - Detailed technical proposal and timeline.
 - Equipment/services list with quantities, unit cost, tax, shipping, E-rate eligibility.
 - Signed contract including all terms.
 - Additional Forms



II. METHOD OF AWARD

Contract will be awarded to the respondent that provides Best Value to the District based on scoring of the following factors:

Evaluation Criteria

Evaluation Factor	Weight
• Cybersecurity Pilot Eligible Cost	35%
• Adherence to Bid Specifications	25%
• Experience with Lynwood Unified School District	20%
• Customer Support Availability	10%
• Vendor Experience & Certifications	10%

Proposals will be evaluated based on the following criteria:

- Cybersecurity Pilot Eligible Cost (35%): Evaluation of the overall cost of the proposed solutions, including eligible and ineligible portions.
- Adherence to Bid Specifications (25%): Compliance with the technical and functional requirements outlined in this RFP.
- Experience with Lynwood Unified School District and/or similar districts (20%): Assessment of the vendor's experience and track record with similar projects, particularly in educational environments.
- Customer Support Availability (10%): Evaluation of the vendor's support services, including response times and escalation processes.



- Vendor Experience & Certifications (10%): Ensures the solutions align with the specified technical criteria.

Implementation & Deliverables

Vendors must provide a detailed implementation plan, including:

- Kickoff meeting with the Technology Department
- Deployment phases & testing protocols.
- Staff training & onboarding.
- Milestone deliverables and timelines
- Handoff documentation and knowledge transfer procedures.
- Success criteria and metrics for the duration of the Cybersecurity Pilot Project

Support and Warranty

- Minimum 3-year warranty and SLAs.
- Defined support tiers and escalation pathways.
- Access to 24/7 emergency response.
- Dedicated account management and quarterly reviews.
- Software updates, patch management, and threat feed subscription.

Terms and Conditions

- Proposals must remain valid and binding for at least 120 calendar days after the submission deadline.
- Contracts contingent on FCC Cybersecurity Pilot Program award.
- Termination clause if funding is discontinued.
- Data privacy compliance: FERPA, CIPA, SOPIPA, Ed Code 49073.1.
- Vendors must carry appropriate liability insurance.
- Vendor must possess a USAC SPIN and be in Green Light status.
- Vendor must support all FCC/USAC audit and reporting requirements.
- All services must clearly delineate eligible vs. ineligible components.
- Proposal must include compliance with EdTech procurement and IT security standards (e.g., NIST 800-171, CMMC Level 1).
- The District prefers Service Provider Invoicing (FCC Form 474/SPI method). Invoices must itemize Cybersecurity eligible and ineligible costs separately.
Final payment is contingent upon successful service delivery and compliance with all FCC/USAC documentation requirements.
- Site Service Location: Lynwood Unified School District, 11321 Bullis Rd. Lynwood, Ca. 90262

References

Vendors must provide 2-3 K-12 client references, including:

- Organization name and contact.
- Scope of work completed.
- Project outcome or success metrics.



Award Process and Flexibility

The district reserves the right to award contracts in parts, allowing for multi-vendor, multi-award agreements. This flexibility ensures that the most suitable solutions for each component of the project are selected, optimizing performance and cost-effectiveness. **Vendors may submit proposals for Component A. or Component B. or for the entire scope of work.**

III. RFP INSTRUCTIONS

1. **RFP Submittal.** The proposer's RFP submittal shall include the information/documentation addressing each of the minimum requirements outlined in the RFP INSTRUCTIONS and RFP CONTENT REQUIREMENTS. Proposer's must indicate which components are being responded to. Proposals will be evaluated based on Cost, RFP Specifications, Experience with Lynwood USD, Customer Support Availability and Vendor Experience & Certification. **Evaluation will be the same for individual components or the entire scope of work.**

Please submit a proposal in accordance with all conditions and specifications herein.

Before submitting an RFP, each CONTRACTOR is expected to thoroughly examine specifications, instructions, and all other related contractual documents included in the RFP, including subsequent amendments to the RFP, if any. Failure to do so will be at the CONTRACTOR's risk and will not bar the CONTRACTOR's obligation to perform. The submission of a proposal shall be taken as prima facie evidence of compliance with all Articles of this RFP.

2. **Non-Mandatory Pre-Proposal Conference.** CONTRACTORS interested in responding to this RFP can attend the Virtual Pre-Proposal Conference in order to have questions addressed.

Final questions regarding this RFP are due by 2:00 P.M. on Monday June 16, 2025 by 2:00 pm to allow sufficient time for release of any final addendum prior to the RFP closing date and time. Responses of the District to the notice of any errors or discrepancies herein, or clarifications will be issued by a written addendum posted on the district website Purchasing page link below under Active RFP & RFQ section at <https://www.mylusd.org/apps/pages/bids-and-rfps>. **It is the responsibility of the Respondents to regularly check the aforementioned web page for current written RFP modifications through addenda/s prior to submitting the proposal. All addendums not acknowledged in your proposal may deem you not qualified. Written questions may be submitted via email to dnavarro@mylusd.org and Cc: purchasingfinal@mylusd.org**

In order to control information disseminated and protect the integrity of the RFP process, CONTRACTORS interested in submitting responses are directed not to make personal contact with members of the governing Board, DISTRICT Administration, or staff other than the Buyer of Record.

3. **Proposals.** RFP Submittals must be received prior to the date and time identified in the Notice of Invitation. Facsimile (FAX) or e-mailed copies of submittals will not be accepted. Vendors must submit



their proposals by **Tuesday, July 17, 2025 by 10:00 am** at location: **Lynwood Unified School District, 11321 Bullis Rd. Lynwood, Ca. 90262, 2nd Floor, Purchasing Department.**

The DISTRICT reserves the right to request information for clarification of the information submitted and request additional information from any CONTRACTOR in determining the most responsive, responsible proposal that best meets the DISTRICT's desired services or/and products.

The DISTRICT reserves the right to conduct discussions with any or all CONTRACTORs, but may, at its sole discretion, elect to conduct interviews during the Responsible Review stage only with highest ranking CONTRACTOR(s).

4. **Accept or Reject Proposal.** The DISTRICT reserves the right to accept or reject any or all proposals or to negotiate with any or all responsible parties submitting a response to this RFP, and to waive any informality in the RFP process. The cost for developing responses to this RFP are entirely the responsibility of the CONTRACTOR and shall not be chargeable to the DISTRICT.
5. **Name and Nature of Proposer's legal Entity.** The proposer(s) shall specify in the proposal and in the bond, if bond is required, the legal name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The RFP shall be signed under the correct CONTRACTOR's name by an authorized officer.
6. **Timeline.**

ACTIVITY	DATE
Advertised	Thu. 5-29-25 and Thur. 6-05-25
Non-Mandatory Virtual Meeting	Thu. 6-12-25 @ 10:00 am
Request for Information Due	Mon. 6-16-25 @ 2:00 pm
RFI Addenda Responses Due	Tue. 6-17-25 @ 2:00 pm
RFP Due	Tue. 7-15-25 by 10:00 am
RFP Responsive Review	Tue. 7-15-25
RFP Responsible Review	Mon. 7-21-25
Final three (3) Ranking	Fri. 7-25-25
Clarification Period Finalist	Tue. 7-29-25
RFP Notice of Intent to Award	Thu. 7-31-25
Board Meeting - Contract Award	Thu. 8-28-25
Notice Of Award	Tue. 9-02-25
Contract	Mon. 9-8-25
Notice To Proceed	Wed. 9-10-25

7. **Exceptions.** All exceptions which are taken in response to this RFP must be stated clearly. The failure to identify exceptions/deviations will constitute an acceptance by the CONTRACTOR of the RFP as proposed by the DISTRICT. The DISTRICT reserves the right to reject an RFP containing any deviations, including but not limited to exceptions, additions, qualifiers, or conditions. The taking of RFP exceptions or providing false, incomplete, or unresponsive statements may result in the disqualification of the proposal. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any RFP exceptions or additional conditions requested after RFP closure, which are not detailed within the RFP response, may result in disqualification of the proposal.
8. **Prohibited Interests/Conflict of Interest.** CONTRACTOR is responsible for understanding and ensuring adherence to California Government Code section 1090 et seq., with respect to the Project. Pursuant to Government Code section 1090, no DISTRICT officers or employees shall be financially interested in any contract made by them in their official capacity, or by anybody or board of which they are members. Nor shall DISTRICT officers or employees be purchasers at any sale or CONTRACTORS at any purchase made by them in their official capacity. No official or employee of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving, any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become, directly or indirectly, financially interested in the Project or in any part thereof. An officer shall not be deemed to be interested in a contract entered into by the Board if the officer has only a "remote interest" in the contract (as "remote interest" is defined in Government Code section 1091(b)) and if the fact of that interest is disclosed to the Board and noted in its official records, and thereafter the Board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the officer's vote with the remote interest per Government Code 1091.
9. **Withdrawal of Proposals.** Proposals may be withdrawn, requested in writing, by the respondents prior to the time fixed for the opening of the proposals but may not be withdrawn for a period of ninety (90) days after the opening of proposals. A successful CONTRACTOR shall not be relieved of the proposal submitted without the DISTRICT's consent or CONTRACTOR's recourse to public Contract Code Sections 5100 et. seq. Requests can be made in writing to Daniela Navarro, Senior Buyer, at dnavarro@mylUSD.org Cc: Purchasingfinal@mylUSD.org.
10. **Public Records Act.** The RFP may be regarded as public records and subject to public records request in accordance with Government Code 6252, with the exception of those elements in each proposal which are defined by the Respondent as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The DISTRICT shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as nonresponsive. Email: ejcabrera@mylUSD.org to request public records.



Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the DISTRICT may not be in a position to establish that the information that a Respondent submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the DISTRICT will provide the Respondent who submitted the information with reasonable notice to allow the Respondent to seek protection from disclosure by a court of competent jurisdiction. All information, written, oral, electronic, or otherwise prepared or furnished to the DISTRICT by Respondent shall become the property of the DISTRICT and may be used as it deems appropriate.

11. **Restriction on Disclosure and use of Data.** Any portion of the RFP that the CONTRACTOR considers confidential or proprietary information, or to contain trade secrets of CONTRACTOR, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the DISTRICT with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to release of any information requested under the Public Information Act.

IV. GENERAL TERMS AND CONDITIONS

PROPOSALS.

To receive consideration, proposals shall be developed in accordance with the following terms:

1. **DEFINITIONS**

District, Lynwood Unified School District, Board of Education.

Best Value, A selection process in which proposals contain both price and qualitative components, and the award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

Contract means, for the purpose of Federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award. For additional information on subrecipient and CONTRACTOR determinations, see [§ 200.331](#).

Contractor means, an entity that receives a contract as defined in this section

Responsible, a bidding party possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the contract being solicited by proposal.

Responsive, an RFP which meets all of the specifications set forth in the request for proposal.

2. **THE PROPOSAL** – If applicable by inclusion of a proposal form, all items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned RFPs will not be accepted.
3. **ADDENDUMS.** Responses of the District to the notice of any errors or discrepancies herein, or clarifications will be issued by a written addendum posted on the district website Purchasing page link below under Active RFP & RFQ section at <https://www.mylusd.org/apps/pages/bids-and-rfps>. It is the responsibility of the Respondents to regularly check the aforementioned web page for current written RFP modifications through addenda/s prior to submitting the proposal. **All addendums not acknowledged in your proposal may deem you not qualified.**
4. **ACCEPTANCE OR REJECTION OF PROPOSALS** – The DISTRICT may purchase an individual item or combination of items, whichever is in the best interest of the DISTRICT, provided also that CONTRACTOR(s) may specify that the DISTRICT's acceptance of one item shall be contingent upon the DISTRICT's acceptance of one or more additional items submitted in the same proposal. Proposals shall remain open and valid and subject to acceptance for ninety (90) calendar days after the RFP opening.

5. **INSURANCE** - During the term of this Agreement, at Consultant's sole cost and expense, Consultant agrees to procure and maintain the following insurance:
- a. Commercial General Liability Insurance in the minimum amount \$2,000,000 per occurrence and \$4,000,000 aggregate, including coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured contract (including tort of another assumed in a business contract), and independent Consultant's liability. District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("District Entities") shall be named as additional insureds with respect to liability arising out of the Services performed by or on behalf of the Consultant under this Agreement.
 - b. Professional Liability (Errors and Omissions) Insurance appropriate to Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. If the E&O policy provides claims-made coverage: 1) The Retroactive Date must be shown, and must be before the anticipated commencement of Services., 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination of this Agreement; and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after termination of this Agreement.
 - c. Commercial Automobile Liability Insurance in the minimum amount of \$1,000,000 per accident for bodily injury and property damage covering any auto, including all vehicles that are owned, non-owned, and hired and personal injury protection. If Consultant has no owned autos the policy may be limited to cover hired and non-owned autos only. The policy must provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of ISO form CA 00 01.
 - d. Workers' Compensation Insurance: Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits.
 - e. Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
6. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful proposer(s) shall render invoices electronically sent to rjurado@mylusd.org. Invoices shall be submitted under the same CONTRACTOR's name as shown on the RFP. The successful CONTRACTOR(s) shall list separately any taxes PAYABLE BY THE DISTRICT and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The DISTRICT shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized DISTRICT Representative.



7. **TAXES** – Taxes shall not be included in unit prices. The DISTRICT will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state CONTRACTORS only when their permit number is shown on both their proposal and invoices. The successful CONTRACTOR(s) shall list separately any taxes payable by the DISTRICT and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school DISTRICTs are exempt therefrom. The DISTRICT, upon request, shall furnish the CONTRACTOR such Federal Tax Exemption Certificates as may be required.
8. **BRAND NAME AND NUMBER** – The CONTRACTOR(s) shall state the brand name and SKU number in the field provided on the pricing form. Any substitution must be accepted by the Director of IT to be equal in all respects specified.
9. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** – The successful CONTRACTOR(s) shall furnish and deliver the quantities as required by the DISTRICT. All materials, supplies or services furnished under the contract shall be in accordance with the RFP specifications. In bidding, the CONTRACTOR(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law.
10. **DISTRICT REQUIREMENTS** – The quantity shown is the estimate needed for the contract period. The needs of the DISTRICT may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the RFP and required during the contract period shall be ordered and purchased from the successful CONTRACTOR(s) during such period. The DISTRICT shall have the right to place orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The DISTRICT reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.
11. **ACCEPTANCE OR REJECTION OF PROPOSALS** – The DISTRICT may purchase an individual item or combination of items, whichever is in the best interest of the DISTRICT with Contractor input. RFPs shall remain open and valid and subject to acceptance for one hundred twenty (120) calendar days after the RFP opening.
12. **RFP EXCEPTIONS** – All exceptions which are taken in response to this RFP must be stated clearly. The taking of RFP exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the proposal. Allowance of exceptions will be determined by the District. Any RFP exceptions or additional conditions requested after RFP closure, which are not detailed within the RFP response, may result in disqualification of the proposal.



13. **AWARDS** – The DISTRICT reserves the right of determination that proposals meet or do not meet RFP specifications. Further, the Board of Education reserves the right to accept or reject any or all proposals and to waive any informality in the bidding.

14. **PROTEST PROCEDURE – FILING OF BID PROTESTS**

Bidders may file a “protest” of a Bid with the District’s Assistant Superintendent of Business Services. In order for a bidder’s protest to be considered valid, the protest must:

- a. Be filed in writing within five (5) calendar days after the bid opening date;
- b. Clearly identify the specific irregularity or accusation;
- c. Clearly identify the specific District staff determination or recommendation being protested;
- d. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- e. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the District’s Assistant Superintendent of Business Services, or other designated District staff member, shall review the basis of the protest and all relevant information. The Assistant Superintendent of Business Services will provide a written decision to the protestor. The protestor may then appeal the decision of the Assistant Superintendent of Business Services to the Superintendent.

15. **EXECUTION OF CONTRACT** – The Board of Education’s acceptance of the RFP proposal and the DISTRICT’s issuance of an initial Purchase Order shall evidence the contractual agreement between the CONTRACTOR(s) and the DISTRICT, and the CONTRACTOR’s acceptance of these RFP Instructions and Conditions. Multiple purchase orders may be issued against this RFP.
16. **CONTRACT DOCUMENTS** – The Contract consists exclusively of the documents evidencing the agreement of the DISTRICT and CONTRACTOR, identified as the Contract Documents. The Contract Documents consist of the following documents but not limited to the amount of submittals. Please read the document carefully to provide all required information and documentation:



- A. Notice Of Invitation
- B. Rfp Instructions
- C. Certificate Regarding Lobbying, Disclosure Of Lobbying Activities
- D. Request For Reference
- E. Prime Point Of Contract
- F. Non Collusion Declaration
- G. Fee Proposal
- H. Planned Services
- I. Letter Of Assent
- J. Interest/Conflicts Of Interest Declaration
- K. Certifications
- L. Student Safety Declaration
- M. Signature Page Form
- N. Insurance Requirements
- O. Certificate Of Workers' Compensation
- P. Drug Free Workplace Certification
- Q. DVBE
- R. Written Statement Of Disclosure
- S. Fingerprint Certificate And Fingerprint Certification Attachment
- T. Bid Bond Form
- U. Labor And Materials Payment Bond
- V. K-12 Client Reference
- W. Designation Of Subcontractors
- X. Acknowledgement Of Addenda
- Y. Sample Agreement

- 17. **DELIVERY** – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful CONTRACTOR(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the DISTRICT as may be specified in the RFP form. Each item shall be securely and properly packed and clearly marked as to its contents. All shipments shall be accompanied by a packing slip and the DISTRICT purchase order number shall appear on all cases and packages.
- 18. **MATERIAL SAFETY DATA SHEETS** – For all products requiring a Safety Data Sheet the DISTRICT requires that a Safety Data Sheet accompanies all orders at the time of delivery.
- 19. **PUBLIC HEALTH AND SAFETY** - Contractor is responsible for complying with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to COVID19, and/or any similar virus or derivative strain. Contractor shall ensure its employees are trained and knowledgeable of all of these requirements to ensure full compliance.
- 20. **INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs,



expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.

- a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
- b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

21. **DEFAULT BY CONTRACTOR** – The DISTRICT shall hold the CONTRACTOR(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful CONTRACTOR(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the RFP, the DISTRICT may, upon written notice to the CONTRACTOR, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the CONTRACTOR. In selecting the lowest responsive and responsible CONTRACTOR, consideration will be given not only to the financial standing but also to the general competency of the CONTRACTOR for the performance of the Contract. By submitting a proposal, each CONTRACTOR agrees that the DISTRICT, in determining the successful CONTRACTOR and its eligibility for the award, may consider the CONTRACTOR's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the CONTRACTOR's performance of the Contract. The prices paid by the DISTRICT at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the DISTRICT from the CONTRACTOR or deducted from any funds due the CONTRACTOR.



A. MISCELLANEOUS CONTRACT PROVISIONS:

- 1) **Assignment of Contracts** – The successful CONTRACTOR shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the surety on the performance bond (if one is required) and of the DISTRICT.
- 2) **Binding Effect** – This Agreement shall insure to the benefit of and shall be binding upon the CONTRACTOR and DISTRICT and their respective successors and assigns.
- 3) **Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- 4) **Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the parties.
- 5) **Entire Agreement** – This proposal and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations, or warranties, express or implied, not specified in the Agreement. Proposer, by the execution of his/her signature on the Proposal Signature Page Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions stated in the RFP.
- 6) **Notices** - Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.
- 7) **Non-Exclusive Contract**. Any resultant contract will be awarded with the understanding and agreement that it is for the sole convenience of the DISTRICT. The DISTRICT reserves the right to obtain like goods or services from another source when necessary.
- 8) **Force Majeure Clause** – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
- 9) **Hold Harmless Clause** – The successful proposer agrees to indemnify, defend and save harmless Lynwood Unified School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the DISTRICT, it's officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR or CONTRACTORS agents, employees or SUBCONTRACTOR's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the DISTRICT.



- 10) **Prevailing Law** – In the event of any conflict or ambiguity between these instructions and 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 all applicable requirements of local, state, and federal law.
- 11) **Governing Law and Venue** – In the event of litigation, the bid documents, specifications, and related matters shall be governed by and construed only in accordance with the laws of the State of California within the legal venue of Los Angeles County, Ca.
- 12) **Independent CONTRACTOR** – While engaged in carrying out and complying with terms and conditions of the contract, the CONTRACTOR agrees by his/her signature on the RFP that he/she is an independent CONTRACTOR and not an officer, employee, or agent of the DISTRICT.
- 13) **Anti-discrimination** – It is the policy of the Lynwood Unified School District Board of Education that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed. Therefore, the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful CONTRACTOR(s) agrees to require like compliance by all SUBCONTRACTORS employed on the work by him.
- 14) **Product Shortages** – If the successful CONTRACTOR is unable to supply any product listed herein, the DISTRICT may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.
- 15) **Termination with Cause** – The district reserves the right to terminate services if CONTRACTOR defaults in the performance of any of its duties or obligations under this Agreement, then the DISTRICT, by giving written notice of termination to the CONTRACTOR, terminate this Agreement as of a date specified in the notice of termination (the “Termination Date”) such Termination Date being subsequent to the date of the notice of termination.
- 16) **Termination without Cause** – This Agreement may be terminated by the DISTRICT giving thirty(30) calendar days advance written notice of an intention to terminate.
- 17) **Fingerprinting**. All CONTRACTORS must comply with California Education Code sections 45122 through 45125.5. Every employee who will work at any site within Lynwood Unified School District must be fingerprinted by a law enforcement agency and pass a criminal background check conducted by the DOJ.
- 18) **Permits and Licenses** – The successful proposer(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.



V. SPECIAL TERMS AND CONDITIONS

CONTRACT TERM AND PRICING - Products and services must be delivered before billing and discounting can commence. At no time may the Service Provider invoice before **July 1, 2025**.

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

1. **ESTIMATED USAGE** - The quantities listed in the RFP are estimates only. It is not expressly implied nor guaranteed that the quantities shown will be used in the contract period, and as such, the right is reserved to order decreased or increased amounts from those listed, as may be required. Actual usage whether lesser or greater than estimated shall not affect the prices as bid and accepted by the DISTRICT.
2. **OTHER PURCHASES** - The DISTRICT reserves the right to purchase items that are needed by the DISTRICT from other than the awarded CONTRACTORS that are not readily available from the CONTRACTOR. The DISTRICT also reserves the right to acquire from other sources during the life of the contract such like items, as may be required for testing, evaluation, experiment, for special programs of an emergency nature, or whenever the successful CONTRACTOR cannot supply per conditions of Force Majeure Clause.
3. **DELIVERY REQUIREMENTS AND LOCATIONS** - Time is hereby declared to be of the essence in this contract. Time and manner of delivery are essential factors in proper performance under the contract to meet serving times. CONTRACTOR is required to ensure deliveries are made in adequate time.

Due care shall be exercised in packing, handling and shipping to assure arrival of the material at its final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the successful CONTRACTOR. A packing list must be included with each delivery.

The CONTRACTOR will be responsible for delivery F.O.B. to site listed on purchase orders. The product must be delivered in excellent condition to the locations specified by the DISTRICT in the RFP on or before delivery time as indicated.

The CONTRACTOR shall pay all costs, including drayage, freight, pallets and packaging which shall be included in the item unit cost. No separate charges for the preceding will be allowed nor paid by the DISTRICT and must include a detailed delivery/packing slip. All delivery and freight charges are to be included in the bid price.

4. **ALTERNATE PRODUCTS** - The specifications are not meant to be restrictive to a particular brand. The DISTRICT reserves the right to determine acceptable quality of products and reserves



the right to waive any minor variations from specifications and to evaluate the proposal based on the determination of what is in the DISTRICT's best interest. The DISTRICT also reserves the right to reject any part of the proposal or the whole proposal.

5. FEDERAL PROVISIONS

A. SOURCING

- a. **THE BUY AMERICAN PROVISION – N/A**
- b. **DOMESTIC PREFERENCE 2 CFR § 200.322** Domestic preferences for procurements. (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber

B. THE CONTRACT PROVISIONS IN ACCORDANCE WITH 2 CFR PART 200 APPENDIX II

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities



must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and
- (G) Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (H) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and



the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- (I) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. **INVOICING** - The billing period shall begin on the first day of each month and shall end on the last day of each month. Invoices must be submitted electronically. Copy to include the following information:

- 1. CONTRACTOR's name, address, and telephone number
- 2. CONTRACTOR's invoice number and date
- 3. DISTRICT's assigned Purchase Order Number
- 4. Site Location- (District Office)
- 5. Product Item Number
- 6. Quantity shipped for each item ordered
- 7. Product description
- 8. Unit price and extended price for each item on order
- 9. Total price
- 10. Purchase Order Number

For prompt payment, billing must be accurate in all details (packing slip and invoices, and master RFP list line item product number, description, and all cost). Invoices must be electronically submitted (e-mailed) to: rjurado@mylUSD.org

The CONTRACTOR shall maintain adequate records of all purchases for a period of three (3) (CFR 200.334) years and shall fully cooperate with any and all audits by the DISTRICT or its agents.



In accordance with CFR 200.334 Retention requirements for records, if any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

7. CONTRACTOR'S REFUSAL OR FAILURE TO PROVIDE ACCURATE BILLINGS/INVOICES -

The DISTRICT reserves the right to withhold any disputed amounts and reduce orders until any and all billing issues are corrected if CONTRACTOR is unable or unwilling to provide accurate billings / invoices that match the Pricing Sheets description, product numbers, and unit pricing, additionally, quantities received must match quantities billed.

SUBMITTAL CHECKLIST

The listed documents below are required to be provided as part of your submittal

- Notice Of Invitation
- Rfp Instructions
- Certificate Regarding Lobbying, Disclosure Of Lobbying Activities
- Request For Reference
- Prime Point Of Contract
- Non Collusion Declaration
- Fee Proposal
- Planned Services
- Letter Of Assent
- Interest/Conflicts Of Interest Declaration
- Certifications
- Student Safety Declaration
- Signature Page Form
- Insurance Requirements
- Certificate Of Workers' Compensation
- Drug Free Workplace Certification
- Dvbe
- Written Statement Of Disclosure
- Fingerprint Certificate And Fingerprint Certification Attachment
- Bid Bond Form
- Labor And Materials Payment Bond
- K-12 Client Reference
- Designation Of Subcontractors
- Acknowledgement Of Addenda
- Sample Agreement
- Proposal in accordance with RFP Content Requirements
- Evidence of FCC Green-Light Status
- 2-3 K-12 client references, including: Organization name and contact, Scope of work completed, Project outcome or success metrics.



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company: _____ Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print) _____

Signature _____



REQUEST FOR REFERENCES

RFP #02TECH25

Endpoint Protection and Device Management (EDR/XDR)
AND Data Backup and Recovery Solution

All Proposers shall submit with their proposal at least three (3) previous jobs of similar scope and size in the last five years. They must include a contact name and phone number for verification purposes. **Failure to provide reference may result in your RFP being determined non-responsive.**

1.

_____	_____
Owner/Company	Contact Person
_____	_____
Address	Phone No.
_____	_____
City, State, Zip	Contract Period

Scope of Work	

2.

_____	_____
Owner/Company	Contact Person
_____	_____
Address	Phone No.
_____	_____
City, State, Zip	Contract Period

Scope of Work	



Prime Point of Contact

Company's Name: _____

Authorized Contact Person's Name: _____

Company Address: _____

Contact Person's Phone Number: _____

Email Address: _____



NON-COLLUSION DECLARATION
Public Contract Code section 7106

The undersigned declares:

I am the _____
[name/title] of _____ [company], the party
making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham bid. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham bid, or to refrain from bidding. The Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Respondent. All statements contained in the bid are true. The Respondent has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
[date], at _____ [city], _____ [state].

Printed name of Authorized Company Representative

Signature of Authorized Company Representative



FEE PROPOSAL

A. **Offeror's Price Proposal:** The Bidder proposes to complete the Project and all other obligations of the Contractor under the Contract for _____ Dollars (\$_____).

The awardee agrees to hold the Price Proposal firm for 120 calendar days after the latest date for submitting Proposals.

B. **Fixed Fee (Not to Exceed):** Provide a list of hourly rates for anticipated positions within the CONTRACTOR's organization structure sealed with the fee proposal. Additional services shall be billed to the District at the CONTRACTOR's contracted hourly rates. Such rates shall include all labor, materials, overhead and profit (OH&P) _____ Dollars (\$_____)

C. Total Amount from Section A. Offeror's Price Proposal and Section B. Fixed Fee (Not to Exceed)

_____ (\$_____)

Name of Representative: _____

Title of Representative: _____

Signature of Representative: _____

Date: _____



PLANNED SERVICES

SCHEDULE OF SERVICES

A. Promptly after the execution of this Agreement, CONTRACTOR shall prepare and submit for approval to the District a Schedule of Services showing the order in which CONTRACTOR proposes to carry out CONTRACTOR's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. CONTRACTOR shall update the Schedule of Services on a monthly basis and deliver two hard copies and one (1) electronic copy to the District along with the monthly billing.

B. CONTRACTOR shall fully install/configure and be completed by June 30, 2026, with the option for annual renewal of services funded by the cyber security pilot program or other district funding source thereafter, after written authorization from the District to proceed (Notice To Proceed Letter and Agreement).

C. The duration stated above includes the review periods 30 calendar days required by the District.

D. All times to complete tasks set forth in this form are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, CONTRACTOR shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this form. If approved, those extensions shall be authorized in writing by the District.

Name of Representative: _____

Title of Representative: _____

Signature of Representative: _____

Date: _____



ATTACHMENT “A”
LETTER OF ASSENT

To be signed by all contractors awarded work covered by the Community Workforce Agreement prior to commencing work.

[Contractor's Letterhead]
Community Workforce Coordinator
C/O Lynwood Unified School District
11321 Bullis Rd.
Lynwood, CA 90262

Attn:

Re: Community Workforce Agreement - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the Lynwood Unified School District Community Workforce Agreement effective 2024, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By:

Name:

Title:

Contractor State License No.

[Copies of this letter must be submitted to the Community Workforce Coordinator and to the Council per Section 2.5(b).]



NO PROHIBITED

INTEREST/CONFLICTS OF INTEREST DECLARATION

I hereby certify and declare that the undersigned Respondent has reviewed and understands on page 4 of the RFP Instructions, Prohibited Interests/Conflicts of Interest, and that Respondent has no business relationship with any member of the Board of Education ("BOE") that gives any BOE member a financial interest in any contract between Respondent and the DISTRICT, other than a financial interest that qualifies as a "remote interest" or a "noninterest," and that no Prohibited Interests/Conflicts of Interest exist which violate Article 10 of the RFP Instructions and thereby preclude Respondent from contracting with the Lynwood Unified School District.

Respondent further understands that the provision of a bid/quote to Respondent over 5 years prior to a BOE member's election or appointment, without the goods or services included in the bid actually being furnished to Respondent, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a "remote interest" as that term is defined in California Government Code section 1091(b)(8).

Consistent with the foregoing and with Article 10 of the RFP Instructions relating to Prohibited Interests/Conflicts of Interest, Respondent understands that if Respondent is awarded the contract for this Project and a Prohibited Interests/Conflict of Interest is thereafter discovered which violates Article 10 of the RFP Instructions, Prohibited Interests/Conflicts of Interest, the contract between Respondent and Lynwood Unified School District may be void, and in such event Respondent may be required to disgorge all monies received pursuant to such void contract.

I declare under penalty of perjury under the laws of the State of California that 1) Respondent has reviewed all necessary documents and exercised all due diligence in determining that no Prohibited Interests/Conflicts of Interest exist as set forth above and as described in the RFP Instructions relating to Prohibited Interests/Conflicts of Interest, with respect to the undersigned Respondent, 2) I am authorized by Respondent to execute this form on Respondent's behalf and to make the certifications contained herein, and 3) the representations and certifications set forth herein are true and correct.

Dated: _____

[Company Name]

[Name and Title of Respondent's Representative]

[Signature]



CERTIFICATIONS

THE UNDERSIGNED MUST **CHECK EACH BOX** AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

He/she is a representative of the Contractor,

He/she is familiar with the facts herein certified and acknowledged,

He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing the Agreement and these Certifications he/she is certifying the following items.

- ☐ **Workers' Compensation** (Labor Code Sections 1860-1861. In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
- ☐ **Debarment.** As required by Executive Order 12549, Debarment and Suspension, for participants or FIRMS in primary covered transactions:

A. The participant or Company certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;



3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
5. Where the participant or FIRM is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

6. Russian Sanctions Certification

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefingroom/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; “**Federal Order**”) imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-RussiaUkraine-Executive-Order.pdf>; “**State Order**”).

The District requires the Contractor, as a Contractor with the District, to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukrainerussia-related-sanctions>).

If your Firm’s contract with the District has a cumulative value of \$5 million or more, your certification here constitutes your written response to the District, indicating:

- (2) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;



(3) the steps your Firm has taken in response to Russia’s actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

ACKNOWLEDGEMENT AND CERTIFICATION

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in these certifications, that the contents of these certifications are true, and that these certifications are made under the laws of the State of California.

Date

Name of Authorized Proposer

Signature

Job Title



STUDENT SAFETY DECLARATION

Education Code Section 45125.2

I, _____ [name/title], declare as follows:

1. I am a representative of _____ [company], and am authorized to make this declaration on its behalf.
2. Pursuant to Education Code section 45125.2, I shall not permit any employee, agent, or SUBCONTRACTOR to have more than limited contact with pupils without taking protective steps as set forth in that section and this declaration.
3. I declare that I have taken one or more of the following protective measures pursuant to Education Code section 45125.2 and General Conditions Section 00 73 19:
 - a. Neither I, my employees, agents nor SUBCONTRACTORS will have more than limited contact with students.
 - b. I have installed or will install a physical barrier at the worksite such that no employee, agent or SUBCONTRACTOR will have more than limited contact with students.
 - c. An employee, agent or SUBCONTRACTOR will continually monitor and supervise all employee(s), agent(s) and SUBCONTRACTOR(s) who will have more than limited student contact. I will **have individual(s) processed through the DISTRICT** to submit fingerprints to the Department of Justice (DOJ) for the monitoring and supervisory of employee(s), agent(s), or subCONTRACTOR(s). I will not begin work on the job site until a DOJ cleared supervisor submitted through the DISTRICT is provided on the job site, and I certify that none of these supervisory employees, agents or SUBCONTRACTORS will have been convicted of a felony as defined in Education Code section 45122.1.

I know the above of my own personal knowledge and if called as a witness could competently testify thereto. I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed

on _____ [month/year], _____ [day], at _____ [city], California.

Name of CONTRACTOR

By: _____ Date: _____



SIGNATURE PAGE FORM

02TECH25

**Endpoint Protection and Device Management (EDR/XDR)
AND Data Backup and Recovery Solutions**

The undersigned, having carefully examined the RFP and all addenda, proposes, and agrees to be bound by all terms and conditions of the complete Contract Documents. I have thoroughly reviewed the Pricing Sheets for Endpoint Protection and Device Management (EDR/XDR) AND Data Backup and Recovery Solutions submitted herewith and agree to provide consistent with the terms of the RFP at the prices identified in the Pricing Sheets.

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

To be signed by authorized company agent acknowledging submittal of RFP. Prices should be clear and shown as instructed on the RFP form for each item, in the amount of quantity specified in the RFP Fee Form. Errors may be crossed off and corrections made prior to RFP opening only and must be initialed in ink by the person signing this form.

ACKNOWLEDGEMENT AND CERTIFICATION

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in these certifications, that the contents of these certifications are true, and that these certifications are made under the laws of the State of California.

Date

Name of Authorized Proposer

Signature

Job Title



SERVICE PROVIDER AND ACKNOWLEDGMENT

1) SERVICE PROVIDER REQUIREMENTS

The Applicant expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the CPP 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 LUSD throughout the agreement period of any Agreement entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid Service Provider Identification Number ("SPIN"). Service Providers are responsible for providing a valid Federal Communications Commission Registration Number ("FRN") at the time the Proposal is submitted.
- c. 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 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
- d. Products and services must be delivered before billing and CPP discounting can commence.
- e. Prices must be held firm for the duration of the three-year Cybersecurity Pilot Program .
- f. Goods and services provided shall be clearly designated as "CPP 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 LUSD guidelines. The full Cybersecurity Pilot Program Eligible Services List (P-ESL) can be found here: <https://www.fcc.gov/cybersecurity-pilot/cybersecurity-pilot-eligible-services-list>
- i. In the event of questions during a CPP 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 LUSD for pre-approval.



k. Service providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP.

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.

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 will automatically be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP. Contingency fees not pre-approved by the Applicant will not be allowed.

2) 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 LUSD service substitution approval with the exception of a Global Service Substitutions.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its 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 LUSD. 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.

3) INVOICING

a. The Service Provider agrees that it will not invoice LUSD 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 LUSD until equipment is received and accepted by the Applicant.



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

4) FCC/LUSD AUDITS

The FCC 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 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.

5) CPP Annual Reporting Requirements

Applicants in the Cybersecurity Pilot Program are required to produce annual reports on the effectiveness of the Cybersecurity Pilot Project funding in their district. Service Provider is required to produce relevant charts, graphs and reports to support the district's reporting requirement.

I, the undersigned, as an authorized agent of _____
(Service Provider

Name), hereby certify that I have read the FCC Schools and Libraries Cybersecurity Pilot Program Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the CPP process as outlined above.

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____

Service Provider FCC Registration Number: _____

Service Provider Identification Number: _____



INSURANCE REQUIREMENT ATTACHMENT

Before starting work, Firm shall deliver to the District the certificates and endorsements of the insurance as evidence of compliance with the requirements herein:

Provide the names of all insurance policies carried by the firm, policy coverages and limits, and any deductibles or self-insured retention amounts on any policy.

The carrier must have Best Key Rating Guide of "A" or better as a California Admitted Insurer. All such insurance shall be on an occurrence basis and should name the District as an additional insured, and policies shall have a non-renewal or cancellation clause of not less than thirty (30) days. Minimum limits of insurance required by the District for CONTRACTOR and sub-CONTRACTORS are as follows:

- ☐ Commercial General Liability Insurance- In the minimum amount of \$2,000,000 per occurrence and \$4,000,000 aggregate.
- ☐ Professional Liability (Errors and Omissions) Insurance- In the minimum amount of \$1,000,000 per occurrence or claim and \$2,000,000 aggregate.
- ☐ Commercial Automobile Liability Insurance-In the minimum amount of \$1,000,000 per accident for bodily injury and property damage covering any auto, including all vehicles that are owned, non-owned, and hired and personal injury protection.
- ☐ Workers' Compensation Insurance-Amounts required by the State of California, with Statutory Limits.
- ☐ Employer's Liability Insurance In the minimum amount of \$1,000,000 per accident for bodily injury or disease
- ☐ Cyber Insurance:. In the minimum amount of \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000

e. Each policy of insurance required in in this Article VIII shall name District and its officers, agents and employees as additional insured; shall state that, with respect to the operations of CONTRACTOR hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. CONTRACTOR shall notify District in the event of material change in, or failure to renew, each policy. Before starting work, CONTRACTOR shall deliver to District the certificates and endorsements of the insurance as evidence of compliance with the requirements



herein. In the event CONTRACTOR fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONTRACTOR, and in such event CONTRACTOR shall reimburse District upon demand for the cost thereof.

SUBCONTRACTORS

CONTRACTOR shall include all Subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subCONTRACTOR. All coverage for Subcontractors shall be subject to all of the requirements stated herein.

Representing the Firm submitting a proposal in response to the reference RFQ, the Firm is able to provide the insurance coverage indicated above if awarded the contract.

Signature

Title

Date

All Insurance requirements including certificates, policies, and endorsements shall be provided with your proposal.



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of _____,
(Name) (Title) (Contractor Name)

declare, state and certify that:

1. I am aware that California Labor Code §3700(a) and (b) provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees”.

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

3. The following information pertains to the Workers Compensation Insurance policy:

Name of Insurer	
Policy No.	
Expiration Date	
Address	
Telephone No.	
Email Address of contact for Insurer or Broker	

By _____
(Contractor Name)

(Signature)

(Typed or printed name)



DRUG-FREE WORKPLACE CERTIFICATION

I, _____ the _____ of _____,
(Name) (Title) (Contractor Name)

declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following
 - 2.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - 2.2. Establishing a drug-free awareness program to inform employees about all of the following:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Contractor's policy of maintaining a drug-free workplace;
 - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations;
 - 2.3. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, *inter alia*, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, *et seq.*
5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, *et seq.* and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.
6. I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and

correct. Executed at _____ this ____ day of _____, 20____.
(City and State)

(Print Name) _____

(Signature) _____



DISABLED VETERAN BUSINESS ENTERPRISE (“DVBE”)

PARTICIPATION GOAL PROGRAM POLICY DVBE

1. DVBE Participation Goal Program Policy LYNWOOD UNIFIED SCHOOL DISTRICT (“the District”) is committed to achieving the legislatively and administratively established Participation Goal for Disabled Business Enterprises (“DVBEs”). Through the DVBE Participation Goal Program, the District encourages contractors to ensure maximum opportunities for the participation of DVBEs. The District’s commitment to the achievement of DVBE Participation Goal shall not, however, result in the District’s discrimination in the award of the Contract on the basis of ethnic group identification, ancestry, religion, age, sex, race, color, or physical or mental disability.
2. Definitions
 - 2.1 Disabled Veteran A “Disabled Veteran” means a veteran of the military, naval, or air service of the United States with at least ten percent (10%) service-connected disability who is a resident of the State of California.
 - 2.2 Disabled Veteran Business Enterprise A “Disabled Veteran Business Enterprise” (“DVBE”) means a business enterprise certified by the Office of Small and Minority Business, State of California, Department of General Services, as a “Disabled Veteran Business Enterprise.”
 - 2.3 Good Faith Efforts As used herein, the term “Good Faith Efforts” shall be deemed to mean demonstrable and effective efforts of the Respondent to seek out, consider and secure DVBEs in order to meet the Participation Goal; the Good Faith Efforts must be an active and aggressive effort to meet the Participation Goal, as more particularly set forth herein.
3. Participation Goal
 - 3.1. Participation Goal Defined The term “Participation Goal” is a numerically expressed objective for DVBE participation in performing the Work of the Contract. The DVBE Participation Goal is not a quota, set-aside, or rigid proportion.
 - 3.2. DVBE Participation Goal The DVBE Participation Goal is Three Percent (3%) Of Respondent’s proposed price.
4. Good Faith Efforts to Meet Participation Goal
 - 4.1. Good Faith Efforts The Bid Proposal submitted by any Respondent who not met the DVBE Participation Goal shall be considered responsive only if the Respondent represents that it made Good Faith Efforts to meet the DVBE Participation Goal.



- 4.2. Good Faith Efforts to Meet DVBE Participation Goal A Respondent must secure the participation of DVBEs in a timely manner to ensure that potential DVBEs have an adequate opportunity to respond to the Respondent's solicitation of sub-bids and be given serious consideration by the Respondent. Such Good Faith Efforts shall include, without limitation:
- 4.2.1. Advertisements Advertise (with sufficient time for submission of sub-bids and the Bidder's good faith consideration of the same) prior to the last date for submittal of Bid Proposals in:
- (i) one or more daily or weekly newspapers of general circulation published in the locality of the Work, and
 - (ii) one or more construction trade publications, and
 - (iii) one or more construction trade publications, journals or papers focusing on DVBEs. Each of the advertisements pursuant to the preceding, must state the following:
 - (i) identification of the general description of the Work and an identification of the District;
 - (ii) state the closing date and time for the District's receipt of Bid Proposals;
 - (iii) state the last date and time for submission of sub-bids from DVBEs to the Bidder
 - (iv) request sub-bids from DVBE Subcontractors or Material Suppliers;
 - (v) identify the type of Work of the Contract available for sub-bids by DVBEs; and
 - (vi) unequivocally state the requirement of bonds, if any, of a DVBE sub-Bidder and who is to bear the expense of obtaining any required bonds.

5. Documentation of Achievement of Participation Goal or Good Faith Efforts Each Respondent shall note, where indicated, in the form of Proposal whether the DVBE Participation Goal was achieved and if not, that Good Faith Efforts were made to achieve the DVBE Participation Goal. The District may, at its discretion, request that Respondents submit documentation of compliance with the DVBE Participation Goal Program at any time after the District's opening of Proposals and prior to the District's award of the Contract. If a Respondent is requested by the District to submit DVBE Participation Goal Program documentation, the failure of any Respondent to timely submit complete and accurate documentation on DVBE Participation Worksheets issued by the District at or prior to the time established herein will render the Respondent's Proposal non-responsive and rejected.

6. Monitoring of DVBE Participation During performance under the Facilities Master Plan Service Agreement, the successful Respondent shall maintain complete and accurate records of DVBE Participation. From time-to-time, upon the request of the District, the Respondent awarded the Facilities Master Plan Service Agreement shall submit reports, in form and content satisfactory to the District, regarding DVBE Participation. The failure or refusal of the



successful Respondent to submit reports of DVBE Participation during performance under the Facilities Master Plan Service Agreement within ten (10) days of the District's request for such reports may be deemed by the District to be the successful Respondent's default of a material obligation of the Facilities Master Plan Service Agreement and thereupon, the District may exercise any right or remedy provided for under the Facilities Master Plan Service Agreement or at law, including without limitation termination of the Facilities Master Plan Service Agreement for default or the withholding of payments otherwise due under the Facilities Master Plan Service Agreement until such report(s) is/are received. The Respondent awarded the Facilities Master Plan Service Agreement shall maintain books and records of DVBE Participation in the Work for at least three (3) years following completion of the Facilities Master Plan Service Agreement; during such time, the District shall have access, upon reasonable advance notice, to such books and records for inspection or reproduction.

7. Contract Audit The successful Bidder awarded the Contract agrees that the District, or its designee, shall have the right to review, obtain and/or copy any and all writings, materials, documents and other records pertaining to utilization of DVBEs in performance of the Contract. The successful Bidder awarded the Contract agrees that the District, or its designee, shall have access to any of the successful Bidder's premises upon reasonable notice, during usual business hours for the purpose of interviewing employees and inspecting and/or copying such writings, materials, documents and other documents which may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE Participation Goal Program Policy.

Name of Representative: _____

Title of Representative: _____

Signature of Representative: _____

Date: _____



**WRITTEN STATEMENT TO DISCLOSE
ANY KNOWN FAMILY OR BUSINESS RELATIONSHIPS**

☐ NO

☐ YES

If yes, provide further
explanation: _____

_____.



FINGERPRINT CERTIFICATE

I, _____ the _____ of _____,
(Name) (Title) (Contractor Name)

declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Education Code §45125.1 and §45125.2, regarding fingerprinting of persons providing services to school districts. As such, I understand that as a public works contractor, California Education Code §45125.2 establishes three (3) methods for ensuring the safety of pupils as described below.
 - 1.1. Installation of a physical barrier.
 - 1.2. Continual supervision and monitoring of all of the contractor's employees by an employee of the contractor whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
 - 1.3. Surveillance of contractor's employees by school personnel.

The District requires Entity/Contractor to be able to comply with method (1.2) above. As such, **Entity/Contractor must have a California Department of Justice issued ORI number** under which Entity's/Contractor's employees have been fingerprinted, allowing the California Department of Justice to notify Entity/Contractor upon ascertaining that an individual whose fingerprints were submitted to it has been convicted of a violent or serious felony. Upon such notification, Entity/Contractor shall immediately remove any such individual from District sites.

Additional Fingerprint Certificates shall be provided to District as Entity's/Contractor's supervisory staff changes.

Entity/Contractor
DOJ issued ORI #



2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:
 - 2.1. The fingerprints of each person identified on Fingerprint Certificate Attachment, providing continual supervision and monitoring of all of Entity's/Contractor's staff, including subcontractors of all tiers, while Entity/Contractor/subcontractor(s) are on District Sites, have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1 and §45125.2; and
 - 2.2. The California Department of Justice has issued written or electronic verification that each person identified on Fingerprint Certificate Attachment has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.
3. Entity/Contractor and I understand that if the District determines that Entity/Contractor has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code §45125.1, the Contract is subject to termination, suspension of payments, or both.



4. I am authorized to execute this Fingerprint Certificate on behalf of the Entity/Contractor. All of the statements set forth above and all of the information provided in the Fingerprint Certificate Attachment are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in the Fingerprint Certificate Attachment which would render such statements and/or information to be false or misleading.
5. Unsupervised Contact with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. Entity/Contractor shall ensure that Entity/Contractor, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity/Contractor will work with the District and with Entity's/Contractor's subcontractors to ensure compliance with this requirement and shall take all measures necessary to ensure compliance with this requirement, without compromising the day-to-day educational operations at each school site where Entity/Contractor is performing work. If Entity/Contractor is unable to ensure through a security plan (which includes but is not limited to provision of an on-site Superintendent who has passed DOJ fingerprinting, and is present at the work areas whenever work is being performed, installation of temporary barriers and fencing, isolation of the work areas or rooms from the rest of the campus or building, provision of separate sanitation and break areas for the workers, and provision of a separate path or supervised escort to and from the work for construction employees) that prevention of unsupervised contact with students in a particular circumstance, cannot be achieved, then Entity/Contractor shall immediately notify the District before commencing or continuing any work that could result in Unsupervised Contact, and shall refrain from commencing or continuing the work until Entity/Contractor has remedied the issues which may lead to Unsupervised Contact with students.
6. I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this ____ day of _____, 20 ____.
(City and State)

(Signature)

(Handwritten or Typed Name)

FINGERPRINT CERTIFICATE ATTACHMENT MUST BE COMPLETED IN ACCORDANCE WITH THE ABOVE



FINGERPRINT CERTIFICATE ATTACHMENT

The fingerprints of each person identified below, providing continual supervision and monitoring of all of Entity's/Contractor's staff, including subcontractors of all tiers, while Entity/Contractor/subcontractor(s) are on District Sites, have been submitted to the California Department of Justice under the Entity's/Contractor's ORI number pursuant to Education Code §45125.1 and §45125.2; and,

The California Department of Justice has issued written or electronic verification that each person identified has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.

NAME	DATE OF DOJ VERIFICATION



BID BOND FORM

A. ALL OFFERERS WHO PROVIDE A SUBMISSION FOR THIS SOLICITATION ACKNOWLEDGE, that we, the undersigned _____ as Principal and _____ as Surety, are hereby held and firmly bound unto _____ in the penal sum of _____ Dollars (\$ _____) or Percentage (__ %), lawful money of the United States for the payment of which will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20_____.

B. THE CONDITION of the above obligation is such that whereas the Principal has submitted to the _____ a certain bid attached hereto and hereby made a part of hereof, to enter into a contract in writing for the (insert type of work) _____.

C. NOW THEREFORE:

If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Agreement required by the Bid Documents and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all respects perform the agreement created by the acceptance of said bid.

If said bid shall be rejected, or in the alternate then, this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

D. THE SURETY for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by and extension of the time when the "OBLIGEE" may accept such bid. And said Surety does hereby does waive notice of any such extension.

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

(SEAL)

BY PRINCIPAL

BY SURETY



LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **Lynwood Unified School District** ("the Obligee") for payment of the penal sum of _____ Dollars (\$_____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Education has awarded to the Principal a Contract for the Work described as Endpoint Protection and Device Management (EDR/XDR) AND Data Backup and Recovery Solutions.

WHEREAS, the Principal, has entered into an Agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment: (i) to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work; (ii) of amounts due under the Unemployment Insurance Code for work or labor performed under the Contract; and (iii) of amounts required to be deducted, withheld and paid to the Employment Development Department from wages of the employees of the Principal and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to work and labor under the Contract then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §9100, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall insure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event that suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys' fees pursuant to California Civil Code §9554.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration,



deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract

Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20____ by their duly authorized agent or representative.

(Bidder/Principal Name)	
By:	_____
	(Signature)

	(Typed or Printed Name)
Title:	_____
(Attach Notary Public Acknowledgement of Principal's Signature)	

(Surety Name)	
By:	_____
	(Signature of Attorney-In-Fact for Surety)

	(Typed or Printed Name of Attorney-In-Fact)
(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)	

Contact name, address, telephone number and email address for notices to the Surety	

(Contact Name)	

(Street Address)	

(City, State & Zip Code)	
(_____) _____	(_____) _____
Telephone	Fax

(Email address)	



References

K-12 Client References

1. Name of Client Reference _____

Contact Name _____

Phone Number _____

Email Address _____

Scope of work
completed _____

Project outcome or success
metrics _____

2. Name of Client Reference _____

Contact Name _____

Phone Number _____

Email Address _____

Scope of work
completed _____

Project outcome or success
metrics _____



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DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business, (b) CSLB contractor license number, (c) DIR registration number, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License #	DIR Registration #	EMR #



Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License #	DIR Registration #	EMR #

Name of Respondent _____

Signature_____

Name and Title_____

Date_____



ACKNOWLEDGEMENT OF ADDENDA

The company acknowledges receipt of the following addenda from the District pursuant to the RFP.

ADDENDA	DATE RECEIVED
Addenda #1	
Addenda #2	
Addenda #3	

Acknowledge the inclusion of addenda issued prior to the RFP submittal due date in the blanks provided above.

Your failure to do so shall render your submittal “Non-Responsive.”

Name of Representative: _____

Title of Representative: _____

Signature of Representative: _____ Date: _____



SAMPLE AGREEMENT

This AGREEMENT is made and entered into this date _____ day of _____ in the year of _____, by and between the LYNWOOD UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and _____, hereinafter referred to as "CONTRACTOR". The DISTRICT and the CONTRACTOR are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain CONTRACTOR services to help in the following: **PROJECT** hereinafter referred to as "PROJECT", and more fully set in the Proposal attached hereto as Exhibit "**A**"; and

WHEREAS, CONTRACTOR possesses the necessary expert knowledge, experience, and ability to perform services not available through DISTRICT personnel; and

WHEREAS, CONTRACTOR is fully licensed, if required, to provide such special CONTRACTOR services in conformity with the laws of the State of California; and

WHEREAS, CONTRACTOR has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the above recitals are true and correct, and further agree as follows:

ARTICLE I

CONTRACTOR'S SERVICES AND RESPONSIBILITIES

1. CONTRACTOR's services shall consist of those services performed by CONTRACTOR, CONTRACTOR's employees and subcontractors as enumerated in this AGREEMENT and Proposal, Exhibit "A". CONTRACTOR shall commence providing services under this agreement on DATE _____ and will diligently perform as required and complete performance by DATE _____

2. CONTRACTOR'S Contract Time and Liquidated Damages. The Project must be completed within the Contract Time of _____ after the commencement date established



by the District's Notice to Proceed. Failure to complete the Project within the Contract Time will subject the Contractor to Liquidated Damages at the rate of Five Hundred Dollars (\$500.00) from expiration of the Contract Time to Project completion.

3. CONTRACTOR's services shall be performed in a manner that is consistent with professional skill and care and the orderly progress of the work. CONTRACTOR represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT.

4. CONTRACTOR makes the following certifications, representations, and warranties for the benefit of the DISTRICT, and CONTRACTOR acknowledges and agrees that the DISTRICT, in deciding to engage CONTRACTOR pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONTRACTOR's engagement hereunder:

a. CONTRACTOR is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONTRACTOR has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONTRACTOR, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

5. CONTRACTOR, upon notice to proceed from the DISTRICT, shall provide the DISTRICT certain special services and advice relating to the PROJECT. CONTRACTOR and DISTRICT both agree to be bound by all of the terms and conditions set forth in said Agreement. Any discrepancies or inconsistencies between this AGREEMENT shall be interpreted and governed by the terms and conditions of this AGREEMENT. Pursuant to Education Code section 81644, the total term of this AGREEMENT shall not exceed a total of ten years.

ARTICLE II **TERMINATION**

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONTRACTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by



DISTRICT, the DISTRICT shall pay to the CONTRACTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONTRACTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports, studies and other documents whether delivered to the DISTRICT or in the possession of the CONTRACTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased CONTRACTOR and replacement CONTRACTOR costs shall be deducted from payments to CONTRACTOR.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Paragraph 4 below, and CONTRACTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONTRACTOR.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the CONTRACTOR. In the event of a termination without cause, the DISTRICT shall pay to the CONTRACTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONTRACTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the CONTRACTOR. In addition, CONTRACTOR will be reimbursed for reasonable termination costs through the payment of no more than 3% beyond the sum due the CONTRACTOR under this Paragraph through 50% completion of CONTRACTOR's portion of the project and if 50% completion is reached, payment of up to 3% of the unpaid balance of the contract to CONTRACTOR as termination cost upon provision of substantiating justification documents. This payment is agreed to compensate CONTRACTOR for the unpaid profit CONTRACTOR would have made under the project on the date of termination and is considered for entry into this termination for convenience clause.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONTRACTOR agrees to continue the work diligently to completion. If the dispute is not resolved, CONTRACTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work. Contractor's Sole legal remedy shall be to submit such controversy to legally binding arbitration after the PROJECT has been completed, and not before.

The District and Contractor will mutually select the arbitrator from the Los Angeles



County Alternative Dispute Resolution Program. Arbitration will be completed in accordance with the current best practices, policies and regulations of the American Arbitration Association and/or the Los Angeles County Alternative Dispute Resolution Program. Arbitration shall be conducted within the legal venue of Los Angeles County California court system within the State of California. The decision of the arbitrator will be legally binding on both parties. Each party agrees to be solely responsible for all legal and administrative fees associated with their own direct and indirect defense; such fees included direct and indirect cost, expenses, legal fees, investigative fees, court administrative fees and any related administrative fees to arbitrate the matter.

ARTICLE III

CONTRACTOR'S REPORTS/ DOCUMENTS

The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONTRACTOR or subcontractors in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONTRACTOR with a written request for the return of its PROPERTY at any time. Upon CONTRACTOR's receipt of the DISTRICT's written request, CONTRACTOR shall return the requested PROPERTY to the DISTRICT within five (5) calendar days.

ARTICLE IV

ACCOUNTING RECORDS OF CONTRACTOR

Records of the CONTRACTOR's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONTRACTOR, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONTRACTOR shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE V

COMPENSATION TO CONTRACTOR

1. The DISTRICT shall compensate CONTRACTOR as follows:

a. The DISTRICT agrees to pay the CONTRACTOR an amount not to exceed **TBD**

b. District Payment to CONTRACTOR: Within thirty (30) days of receipt of the billing invoices, District will make payment to CONTRACTOR of undisputed amounts of the Contract Price due for Basic Services and authorized Additional Services. No deductions shall be made or withheld from payments due the CONTRACTOR hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the District from payment to the Contractor engaged by the District for construction of the Project. The District



may, however, withhold or deduct from amounts otherwise due the CONTRACTOR if the CONTRACTOR fails to timely and completely perform obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after the CONTRACTOR has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

c. Except as expressly provided herein, CONTRACTOR agrees that no other compensation, fringe benefits, or other remuneration is due to CONTRACTOR by the DISTRICT for services rendered under this AGREEMENT. CONTRACTOR shall not apply for or receive statutory benefits available to employees of the DISTRICT because CONTRACTOR is not an employee of the DISTRICT.

ARTICLE VI

ADDITIONAL SERVICES

1. CONTRACTOR shall notify the DISTRICT in writing within fourteen (14) days of the need for additional services required due to circumstances beyond the CONTRACTOR's control. CONTRACTOR shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONTRACTOR to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONTRACTOR which are not the result of the direct or indirect negligence, errors or omissions on the part of CONTRACTOR.

c. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONTRACTOR's industry.

ARTICLE VII

REIMBURSABLE EXPENSES

1. The DISTRICT shall compensate CONTRACTOR as follows:

a. The DISTRICT agrees to pay the CONTRACTOR in accordance with Exhibit "A" attached hereto and incorporated herein by reference.



b. CONTRACTOR shall invoice costs monthly, or another periodic basis approved by the DISTRICT, for the services provided pursuant to this AGREEMENT from the time the CONTRACTOR begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT.

c. Except as expressly provided herein, CONTRACTOR agrees that no other compensation, fringe benefits, or other remuneration is due to CONTRACTOR by the DISTRICT for services rendered under this AGREEMENT. CONTRACTOR shall not apply for or receive statutory benefits available to employees of the DISTRICT because CONTRACTOR is not an employee of the DISTRICT.

ARTICLE VIII

INDEMNITY AND INSURANCE

1. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers' Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONTRACTOR's employees or CONTRACTOR's subcontractor's employees arising out of CONTRACTOR's work under this AGREEMENT; and

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONTRACTOR or the DISTRICT, or any person, firm or corporation employed by the CONTRACTOR or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent CONTRACTORS who are directly employed by the DISTRICT;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and



shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result of CONTRACTOR's work under this AGREEMENT.

e. The PARTIES understand and agree that Article VIII, Paragraph 1 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code section 2772, governing this AGREEMENT. Any other indemnity that is attached to this AGREEMENT or referenced elsewhere shall be void and unenforceable between the PARTIES.

2. CONTRACTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONTRACTOR and DISTRICT from claims which may arise out of or result from CONTRACTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California, however, such amount shall not be less than One Million Dollars (\$1,000,000).

b. Comprehensive general and auto liability insurance with limits of not less than Two Million Dollars (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, and Four Million Dollars (\$4,000,000.00) aggregate, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of Two Million Dollars (\$2,000,000), per claim and Four Million Dollars (\$4,000,000.00) aggregate.

Such insurance shall be maintained during the term of this Agreement and renewed for a period of time at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that CONTRACTOR subcontracts any portion of CONTRACTOR's duties, CONTRACTOR shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Paragraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.



d. Automobile Liability Insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit and Three Million Dollars (\$3,000,000.00) aggregate;

e. Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security. The policy shall protect the District and cover breach response costs and regulatory fines and penalties

f. Each policy of insurance required in in this Article VIII shall name District and its officers, agents and employees as additional insured; shall state that, with respect to the operations of CONTRACTOR hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. CONTRACTOR shall notify District in the event of material change in, or failure to renew, each policy. Before starting work, CONTRACTOR shall deliver to District the certificates and endorsements of the insurance as evidence of compliance with the requirements herein. In the event CONTRACTOR fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONTRACTOR, and in such event CONTRACTOR shall reimburse District upon demand for the cost thereof.

ARTICLE IX MISCELLANEOUS

1. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and all of CONTRACTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of CONTRACTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR's employees.



2. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONTRACTOR.

3. The DISTRICT and CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONTRACTOR shall not assign this AGREEMENT.

4. This AGREEMENT shall be governed by the laws of the State of California within the legal venue of Los Angeles County, Ca.

5. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and CONTRACTOR.

6. The PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT.

7. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT. It is expressly understood and agreed that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.

8. Time is of the essence with respect to all provisions of this AGREEMENT.

9. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

10. This AGREEMENT is not valid or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.



The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

DISTRICT - Lynwood Unified School District

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



