

**Lawndale Elementary School District**

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

Lawndale, CA 90260

**REQUEST FOR BIDS**

**District-Wide Wireless Network Upgrade Equipment  
Project Bid #2026-01**

## **NOTICE REQUESTING BIDS**

The Governing Board of the Lawndale Elementary School District of Los Angeles County, California, invites and will receive sealed proposals until **11:30 a.m. on January 7, 2026** at the Lawndale Elementary School District Office, 4161 W. 147<sup>th</sup> St., Lawndale, CA 90260, for the award of a contract, as follows:

### **District-Wide Wireless Network Upgrade Equipment**

#### **Project Bid #2026-01**

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

#### **THE PROPOSAL FORM (B-1)**

#### **AGREEMENT (G-1 & G-2)**

#### **ERATE SUPPLEMENTAL TERMS AND CONDITIONS (G4-G8)**

#### **MUST BE SIGNED & RETURNED WITH PROPOSAL**

Bid documents will be posted on our webpage at <http://www.lawndalesd.net/RFP>

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

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**PROPOSAL FORM**

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

Re: Request for Proposal WIRELESS NETWORK UPGRADE PROJECT, BID #2026-01

To: Members of the Governing Board

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

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

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

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

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

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

Authorized Representative: \_\_\_\_\_  
Signature (also sign page F-1)

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

\_\_\_\_\_  
Title

**“NONCOLLUSION AFFIDAVIT”**

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

Attach Notary Certificate

\_\_\_\_\_  
Title

## INSTRUCTIONS

### SCOPE

The purpose of this Request for Proposals is to provide the Lawndale Elementary School District with replacement and installation of existing Wireless Access Points and related Licenses. The district is standardized on Ruckus Wireless Access Points. The district will consider alternative manufacturers "or equal" and licenses but the bidder must include technical documentation which establishes equivalency. The quantities shown are estimates only; the District shall not be obligated to purchase any particular quantity of services detailed herein.

### Qualified Contractors

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

### E-Rate Funding

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

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

### 1. Proposals

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

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

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

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

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

All questions and inquiries regarding this bid shall be submitted in writing, by Email to [Mayra.Mireles@lawndalesd.net](mailto:Mayra.Mireles@lawndalesd.net) on or before **11AM on Friday November 21, 2025**.

### 3. Proposal Format

Proposal packages submitted by contractors must include the District's Request for Proposal package **DISTRICT-WIDE WIRELESS NETWORK UPGRADE, PROJECT BID #2026-01** along with the Proposal, Non-Collusion Affidavit, and Agreement forms. The signature of all individuals must be in long hand. The completed documents(s) should be without interlineations, alterations, or erasures.

Proposals must be submitted in the format and order outlined below. The proposal should present all information in a concise manner, neatly arranged, legible, and in terms

understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted.

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

## **Section I**

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

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

## **Section II**

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

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

### **Subcontractors Requirements**

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

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

## **Section III**

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

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

## Section IV

### SERVICE LEVELS PROVIDED

Provide your standard installation time frames.

## Section V

### REFERENCES

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

## Section VI

### SERVICES

Provide information and answers to the following questions:

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

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

## Section VII

### COSTS AND PRICING

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

## **Section VIII**

### **BILLING**

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

#### **Specific Requirements:**

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

1. Billing dates
2. Detail of installation, pro-rated, and other one-time charges
3. User name and/or department assigned to unit
4. Taxes and surcharges
5. Credits and adjustments
6. District prefers vendors use the SPI format for invoicing

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

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

## **Section IX**

### **EVIDENCE OF RESPONSIBILITY**

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

## Section X

### E-RATE REQUIREMENTS

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

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

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

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

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

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

#### 1. **Execution of Agreement**

In addition to the Proposal Form, all bidders must sign two (2) copies of the Agreement (G-1 through G-3) included in this Request for Proposal, and must return it to the District, together with the Proposal Form, completed quotation sheets and the remainder of the proposal package.

#### 2. **Identification of Contractor**

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

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

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

#### 3. **Withdrawal of Proposals**

Proposals may be withdrawn by the bidder prior to the time fixed for the opening of proposals, but may not be withdrawn for a period of ninety (90) days after the opening of proposals. The

successful Contractor shall not be relieved of the proposal submitted without the District's consent.

**4. Rejection of Proposals**

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

**5. Amendments**

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

**6. Other Documents of Agreement**

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

**7. Taxes**

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

Federal excise taxes are not applicable to school districts.

**8. Proposal Negotiations**

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

**9. Interpretation or Questions Concerning Documents**

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

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

All questions and inquiries regarding this bid shall be submitted in writing, on or before **November 21, 2025 by 11 AM** to [Mayra\\_Mireles@lawndalesd.net](mailto:Mayra_Mireles@lawndalesd.net). Any interpretation or correction of the contract document will be made by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such contract documents. Any addenda issued prior to the opening of the proposal, or forming a part of the documents loaned to the Contractor, for the preparation of his proposal, shall be made part of the contract.

**10. Contractors Interested in More than One Proposal**

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

**11. Method of Award and Evaluation**

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

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

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

**12. Screening and Evaluation of Proposals**

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

- A. E-Rate Eligible Cost/Pricing (40 points maximum)** - The District will consider and rate the explanation and detail of rates and fees.
- B. Accuracy of Bid Response (20 points maximum)** – The district has standardized on Ruckus wireless access points and bids which provide the equipment requested will score higher than bids with alternate equipment.
- C. Experience with District (20 Points maximum)** The District will consider and rate the quality of the Contractor's billing capabilities, account support team, response time in installation, repair and restoration of service handling, and resolution of billing issues/problems.

**D. Experience with E-Rate (20 points maximum)** – The District will consider the compliance with E-Rate rules and rate the Contractor’s capabilities.

**13. Preparation of Proposal**

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

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

**14. Inspection of Facilities**

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

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

**15. Independent Price Determination**

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

- a. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other contractor or with any competitor; and
- b. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Contractor prior to award directly or indirectly to any other contractor or to any competitor; and
- C. No attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
- D. Each person signing the proposal certifies that he/she:
  - a. Is the person in the Contractor’s organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to 17. A, B, and C above; or
  - b. Is not the person in the Contractor’s organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to 17 (A), (B), and (C) above.

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

detail the circumstances of the disclosure and the District determines that such disclosure was not made for the purpose of restricting competition.

**16. Cost Liability**

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

**17. Delivery of Bonds, Certificates, etc.**

No bond required for this bid.

**18. Proposal Submittal**

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

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

Reference to "District-Wide Wireless Network Upgrade Equipment", company or organization name, date due, and the time due. If delivery service is used which prohibits such markings on their envelopes or package, this information must be placed on the outside of an interior envelope or package.

A full copy of all documents submitted must be attached electronically as a flash drive or as a link to cloud storage.

**19. Proposal Format**

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

1. District Request for Proposal Package (**DISTRICT-WIDE WIRELESS NETWORK UPGRADE EQUIPMENT, PROJECT BID #2026-01**) with all pages and issued addenda. All Request for Proposal pages requiring signatures, information fill in, pricing, etc. must be completed in full.
2. Vendor proposal documents detailing all proposal information requested on pages C-1 through C-10 "Section I – Section X"
3. Any additional documents/proposal materials which the contractor deems relevant for the evaluation of their qualifications for this Request for Proposal.

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

END OF INSTRUCTIONS

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## **GENERAL CONDITIONS**

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

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

### **2. Insurance**

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

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

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

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

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

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

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

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

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the DISTRICT and to establish that coverage is primary and that any

insurance or self-insurance held by the DISTRICT, its officials, employees and agents shall be excess and shall not contribute to it.

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

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

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

### **3. Indemnification**

a. CONTRACTOR PROPERTY. The DISTRICT, District Board of Education, and other school authorities, are not liable for injury to any person or persons, or for damage to any property owned by the CONTRACTOR or owned by other arising in any manner whatsoever out of such service furnished by the CONTRACTOR.

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

### **4. Fingerprinting**

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

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

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

established that the non-performance is not due to the fault or negligence of the party not performing.

#### **6. Assignment**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **12. Invoicing**

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

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

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

Each invoice must reference **PROPOSAL/CONTRACT NO. DISTRICT-WIDE WIRELESS NETWORK UPGRADE EQUIPMENT, PROJECT BID #2026-01** and the assigned, applicable invoice number.

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

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

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

## **13. Gratuities**

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

## **14. Proprietary Information**

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

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

Pursuant to approval by the District's Governing Board, it is anticipated the contract awarded as a result of this RFP shall be for 3 years (July 1, 2026 to September 30, 2029) plus an option to extend for 2 additional years if mutually agreed upon.

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

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

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

#### **16. Default**

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

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

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

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

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

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

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

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

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

##### **GENERAL**

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

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

If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of the commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the District's representative(s) shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for

the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

#### AVAILABILITY

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

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

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

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

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

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

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

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

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

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

END OF GENERAL CONDITIONS

## SPECIFICATIONS

### **BID FOR YEAR 29 (7/1/2026-9/30/2029) District-Wide Wireless Network Upgrade Equipment**

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

The Lawndale Elementary School District's wireless network topology consists of approximately 455 access points (one per room/office) located across 10 campuses. The access points are managed centrally by 2 wireless controllers at the District Office located at 4161 West 147<sup>th</sup> Street, Lawndale CA 90260.

The increased use of wireless in our district has exceeded the capability of our existing 802.11n infrastructure. The intention of this project is to enhance wireless coverage, capacity, and performance by replacing each classroom/office's access points with access points meeting a minimum of 802.11ac wave 2 standards; as well as replacing high use common area access points with access points meeting a minimum of 802.11ax standards. All access points must be backwards compatible with 802.11 ac/n/g/b/a devices.

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

**Vendor Response: Comply \_\_\_ Exception \_\_\_ Explanation:**

#### **Minimum Vendor Qualifications**

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

**Vendor Response: Comply \_\_\_ Exception \_\_\_ Explanation:**

#### **License Requirements**

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

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

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

**Vendor Response: Comply\_\_\_Exception\_\_\_ Explanation:**

**Scope of Work**

1. 455 access points should be delivered to the district offices.
2. All necessary operational and management licensing should be included in the pricing.
3. Customer will install and configure access points.

**Products and Licensing Requirements:**

<b>Manufacturer</b>	<b>Model</b>	<b>Quantity</b>	<b>Description</b>
Ruckus	901-R670-US00	435	Indoor Wireless Access Point
Ruckus	901-T670-US01	20	Outdoor Wireless Access Point
Ruckus	CLD-BNDL-SZWA-REC5	455	SZ144/vSZ AP Mgmt End User Watchdog Support for 5yr, includes RUCKUS AI Subscription 5yr. Renewal
Ruckus	S01-VSCG-5L00	2	End User WatchDog Support - VSZ-RTU, 5 YR

**Vendor Response: Comply\_\_\_Exception\_\_\_ Explanation:**

## SPECIAL CONDITIONS

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

**Quotation Page - PRICING**

(Must Attach Cost Matrix Form Posted on the Website)

**Total Bid**

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

Authorized Representative:

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

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

\_\_\_\_\_  
Title

## AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Lawndale Elementary School District, hereinafter referred to as "District", and \_\_\_\_\_ hereinafter referred to as "Contractor".

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

I

### TERM

The term of this Agreement shall commence upon execution of this agreement by all parties and shall continue through acceptance by the District of all required work and final payment to Contractor. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement. The term of this Agreement shall be from **July 1, 2026** through **September 30, 2029**.

II

### WORK

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

III

### NON-FUNDING

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

IV

### NON-APPROPRIATION OF FUNDS

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

V  
TERMINATION

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

VI  
COMPENSATION

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

VII  
METHOD OF PAYMENT

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

VIII  
CONTRACT DOCUMENTS

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

IX  
ENTIRE AGREEMENT

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

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

**CONTRACTOR:**

\_\_\_\_\_

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

By \_\_\_\_\_

Title \_\_\_\_\_

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

(Corporate Seal)

**DISTRICT:**

Lawndale Elementary School District

By \_\_\_\_\_

Title: Superintendent or Designee

Date \_\_\_\_\_

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

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

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

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

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

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

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

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

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

b. Service Providers are responsible for providing a valid Service Provider Identification Number (“SPIN”). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>

c. Service Providers are responsible for providing a valid Federal Communications Commission Registration Number (“FRN”) at the time the Proposal is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>

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

e. Products and services must be delivered before billing and E-rate discounting can commence. At no time may the Service Provider invoice before July 1, 2026.

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

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

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

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

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

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

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

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

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

### **3) SERVICE PROVIDER ACKNOWLEDGEMENTS**

a. The Service Provider acknowledges that no change in the products and/or services specified in its proposal will be allowed without prior written approval from the Applicant and a USAC service substitution approval with the exception of a Global Service Substitutions. See <https://www.usac.org/e-rate/applicant-process/before-youre-done/service-substitutions/>.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its Proposal shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Service Providers found not to be providing

Lowest Corresponding Price (LCP) may be required to repay any identified overcharges to USAC. The Service Provider acknowledges that LCP is solely the service provider's responsibility and it will not hold the Applicant liable, or seek reimbursement from any applicant, for any appeals, commitment adjustments or funding recoveries.

d. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website:

<https://www.usac.org/about/reports-orders/supply-chain/>.

e. This offer is in full compliance with USAC's Free Services Advisory

<https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The Service Provider agrees to provide substantiating documentation to support this

assertion should the applicant, USAC, or the FCC request it.

#### **4) STARTING SERVICES/ADVANCE INSTALLATION**

##### **Category 2**

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

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

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

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

## **5) INVOICING**

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

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

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

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

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

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

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

**8) TARIFFS**

In anticipation of the possible tariff imposed on imported products, Applicant expects that the Service Provider will familiarize themselves with the impact that any unknown tariff(s) on manufacturer's products are appropriately accounted for in the respondent's fee proposal. The Applicant presumes a tariff will be imposed on any manufacturer's networking equipment manufactured abroad and will be applicable at the time of purchase throughout the term of any agreement resulting from this solicitation (including and mutually agreed upon extensions).

THE SERVICE PROVIDER IS TO IDENTIFY ANY TARIFFS WHEN COMPLETING ANY PRICING ATTACHMENTS AS PART OF THIS SOLICITATION AND IDENTIFY THE PRODUCTS' COUNTRY(IES) OF ORIGIN.

It is also the expectation of the Applicant that the presumed tariff should be LESS than what is identified or if it is not ultimately imposed upon the manufacturer's product, the cost saving will be passed along to the Applicant and, in turn, the FCC's E-Rate program. It should also be presumed by respondents that should any tariff imposed upon a particular manufacturer's product be higher than what was identified in the Service Provider's proposal at the time of purchase, the Applicant will appropriately compensate the service provider for the full cost incurred at the time of purchase without regard to E-Rate eligible invoices.

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

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

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

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

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

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