



RFP #03TECH26
Aruba AP Upgrade Solution

Scope of Work

Lynwood Unified School District network environment is an Aruba Cloud Based environment with Hewlett Packard (HP) products preferred and utilized in this environment. The District seeks to significantly boost network performance, reliability, and security. This will ensure a more stable, efficient network for all students and staff. The contract will be for a 3-year contract with the option of two one (1) year extensions to align with the E-Rate funding year, July 1, 2026 through September 30, 2029 with optional extensions to September 30, 2031. Must possess a valid and active State of California Class C10 High Voltage OR a C7 Low Voltage License. **Proposals will be accepted for:**

Option 1. Component A - UPS NETWORK POWER SYSTEM INSTALLATION AT CENTRAL DISTRICT OFFICE and Lynwood High School - Imperial

Option 2. Component B - NETWORK CABLING AND SWITCHES INSTALLATION AT ALL APPLICABLE DISTRICT SITES

OR

Option 3. BOTH - Components A and B.

Only one RFP response will be accepted per Company.

The awardee will be entered into the **Community Workforce Agreement**. Use the following Link below to access the full agreement:

<https://www.mylusd.org/departments/business-services/purchasing/bids-and-rfps>

Mandatory Site Visit: December 1, 2025 at 10:00 am. Meeting locations are as follows:

Site#1: District Office (for UPS)	Address: 11321 Bullis Rd, Lynwood, CA 90262
Site#2: Roosevelt Elementary	Address: 10835 Mallison Avenue, Lynwood, CA 90262
Site#3: Hosler Middle School	Address: 11300 Spruce Street, Lynwood, CA 90262
Site#4: Vista High School	Address: 11300 Wright Rd., Lynwood, CA 90262

Virtual Pre-Proposal Meeting: December 2, 2025 at 10:00 am

Link to Use for the Virtual Pre-Proposal Meeting: Time zone: America/Los_Angeles

Google Meet joining info Video call link: <https://meet.google.com/efi-nbsw-tux> Or dial: (US) +1 413-350-0321 PIN: 344 948 877#

Request for Information Due: December 5, 2025 at 10:00 am

RFP Due: January 26, 2026 at 10:00 am

Location: Lynwood Unified School District, 11321 Bullis Road Lynwood, CA 90262,

Purchasing Department, 2nd Floor, Room #213, Attn: Daniela Navarro, District Representative

RFP Document can be downloaded from the LUSD website at

<https://www.mylusd.org/departments/business-services/purchasing/bids-and-rfps>

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

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

SPECIAL NOTICE:

Inquiries: Any questions regarding this RFP or selection process must be directed solely to the Buyer through email at dnavarro@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. *Published Dates: November 13, 2025 and November 20, 2025*

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1.0 TERMS AND CONDITIONS OF RFP

The information in this RFP is provided in conjunction with the Schools and Libraries Division (SLD) Form 470, in partial fulfillment of the requirements for the FCC Universal Service Fund (a.k.a., "E-Rate") discounts. These programs provide discounts for certain telecommunications products and services, including Component A - UPS NETWORK POWER SYSTEM INSTALLATION AT CENTRAL DISTRICT OFFICE And Option 2. Component B - NETWORK CABLING AND SWITCHES INSTALLATION AT ALL APPLICABLE DISTRICT SITES OR Option 3. BOTH - Components A and B. For more information about these Federal programs, and before responding to this RFP, please refer to the SLD web site, www.usac.org/sl. Service providers must be prepared to discount invoices to the school and submit the balance to the E-Rate program via Service Provider Invoice [SPI] forms, as specified by the SLD. Invoicing information is described in Section 1.5 Financing.

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.

Lynwood Unified School District network environment is an Aruba Cloud Based environment with Hewlett Packard (HP) products preferred and utilized in this environment. The District seeks to significantly boost network performance, reliability, and security. The new system provides faster speeds, better coverage, and smarter load balancing to handle more devices with fewer interruptions. This will ensure a more stable, efficient network for all students and staff. **The District standard is HPE equipment and prefers HP products.** *Lynwood Unified School District will consider alternative products but the vendor must include documentation establishing technical equivalency as part of RFP submission.*

Specify which Component the Request for Proposal is for in the front cover of your Proposal submittal. Proposals will be accepted for Component A - UPS NETWORK POWER SYSTEM INSTALLATION AT CENTRAL DISTRICT OFFICE and Lynwood HS Imperial **OR** Option 2. Component B - NETWORK CABLING AND SWITCHES INSTALLATION AT ALL APPLICABLE DISTRICT SITES **OR** Option 3. BOTH - Components A and B. **Only one RFP will be accepted per Company.**

The contract will be for a 3-year contract with the option of two one (1) year extensions to align with the E-Rate funding year. Must have a USAC Service Provider Identification Number (SPIN), a valid **Federal Communications Commission Registration Number ("FRN")** and be in **Green Light status**. A full list of schools is available in **section 2.0**.

The successful awardee **must possess a valid and active State of California Class C10 High Voltage and/or a C7 Low Voltage License** at the time of RFP due date and throughout the duration of this Contract. Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the Work called for in the RFP

The awarded Contractor will be entered into the Community Workforce Agreement. This Agreement establishes the labor relations guidelines and procedures for the District and for the Contractors and craft employees represented by the Unions and engaged in Project Work. The District, Council and Unions are hereinafter referred to herein, as the context may require, as "Party" or "Parties." This Community Workforce Agreement ("Agreement") can be downloaded from LUSD website in its entirety at [BIDs & RFPs - Lynwood Unified School District](#)

1.1 Submission Deadline & Instructions

The deadline for submission of RFP is **on January 26, 2026 by 10:00 am** Pacific Time

RFP should be submitted in a sealed envelope as follows: (all elements are required; see Section 4.0 for more details). The list of documents below are requirements to this RFP but not limited to other forms also required to submit.

1. One (1) sealed envelope
2. One (1) Original Proposal
3. Five (5) Copies of the Proposal
4. One USB Flash Drive - PDF Format
5. Specify on the Cover Page which section is the Proposal for, Component A or Component B OR Both Components
6. Summary document of all equipment and costs, Detailed quote for all equipment and services proposed (see Section 4.0)
7. Copy of License C-7 or C-10
8. Submit Appendix A through X

Key dates for this RFP are as follows:

TIMELINE		
ACTIVITY	DATE	TIME
1st Publication	November 13, 2025	
2 nd Publication	November 20, 2025	
RFP Document Release	November 13, 2025	2:00 pm
Placeholder Submittal	November 14, 2025	
Mandatory Job Walk (RV , HS & Vista Sites)	December 1, 2025	10:00 am
Virtual Pre Proposal Mtg.	December 2, 2025	10:00 am
RFI Due	December 5, 2025	10:00 am
Response to RFI's	December 10, 2025	2:00 pm
RFP Due	January 26, 2026	10:00 am
RFP "Responsive" Review	January 26, 2026	
RFP "Responsible" Review	January 28, 2026	
Final Three/Clarification	February 4, 2026	
Submit Board Item (<i>Requesting Dept</i>)	February 6, 2026	
Issue NOIA (Notice of Intent to Award)	February 9, 2026	2:00 pm
Board Meeting for Contract Award	February 12, 2026	5:00 pm
Issue Notice Of Award	February 18, 2026	2:00 pm
Issue Executed Contract	February 25, 2026	2:00 pm
Notice To Proceed	October 1, 2026	

1.2 Costs Associated with Preparation of the Vendor's Response

Customers will not be liable for any cost incurred by the respondents in preparing responses to this RFP associated with the award of a contract.

1.3 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 Bids & RFPs section [Active BIDs & RFPs](#).

It is the responsibility of the Respondents to regularly check the aforementioned web page for current written RFP modifications through Addendum/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. No phone calls will be accepted.

1.4 Omissions

Omissions in the RFP of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

1.5 Financing

After notification of award, the Vendor will receive order(s) for the products and services for which the Vendor will be responsible as a result of the RFP. LUSD reserves the right to alter quantities or our organization schedules based on available resources. Invoices must be emailed to the LUSD, Accounts Payable Department, at acctspayable@mylUSD.org.

All vendor invoices will show:

1. The total cost of services
2. The amount that is the responsibility of the Customer
3. The E-Rate discount
4. The Funding Request Number
5. All services will be described as listed on the SLD Eligible Services List
6. All E-Rate eligible services shall be invoiced separately from ineligible services, if applicable.
7. The district requires the vendor to use the Service Provider Invoice (SPI form) for invoicing

Invoices lacking any of the above points will be returned to the vendor to be completed before being accepted by the Customer for payment.

The final payment of this project will be rendered only after an extensive final walk-through inspection at the completion of the installation. The Customer will strictly enforce the RFP guidelines and the quality of the installation. Final testing will take place in the presence of a designated technology staff member.

This project is being requested for funding through ERATE. If funded, all SLD payment schedules will take priority. If the project is not funded, then local funding policies will take place. In either case, the above paragraph in project guidelines will be enforced.

If this project or any part thereof is not funded by ERATE, the Customer reserves the right to change or cancel any project. The Customer Technology Staff will notify the winning vendor if projects will require changes or cancellation due to non-funding by SLD.

1.6 Warranty

The Vendor shall fully warrant with the manufacturer's warranty all items provided under this RFP against defects in material and workmanship. Warranty information should be on a per equipment basis on the RFP and detailed in the RFP.

Should any defects in workmanship or material, excepting ordinary wear and tear, appear during the warranty period, the manufacturer and his representative shall repair or replace such items immediately upon receipt of a written notice from the Customer.

1.7 Price Quotations

Price quotations are to include the furnishing of all materials, equipment, maintenance, shipping cost, delivery, installation, tax and tariff and the provision of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the Contract Documents. The Customer will not be liable for any costs beyond those proposed herein and awarded. Time and materials quotes will be unacceptable.

1.8 Qualified Contractors and Subcontractors

Provide a copy of License C-7 or License C-10 with your RFP submittal.

1.9 Right to Reject

The Customer reserves the right to accept or reject all RFP when the rejection is in the best interest of the Customer. The Customer reserves the right to award without further discussion. The Customer reserves the right to reject the RFP of a Vendor who in its opinion is not in a position to adequately perform the contract or in the past has provided non-standard quality. Contracts will be awarded to the highest ranked Vendor where it is in the best interest of the Customer.

1.10 Withdrawal of RFP

Any RFP may be withdrawn, either personally by written request at any time prior to the scheduled closing time for receipt of the RFP. All requests for RFP withdrawal must be accompanied by proof acceptable to the District which authorizes the individual requesting the RFP withdrawal to act on behalf of the Vendor. No amendment, addendum or modification will be accepted after the RFP has been submitted to the District. If a change to a RFP that has been submitted is desired, the submitted RFP must be withdrawn and the replacement RFP submitted to the District prior to the scheduled closing time

for receipt of the RFP. No Vendor may submit more than one RFP. No Vendor may withdraw any RFP for a period of ninety (90) calendar days after the date set for the receipt of RFP.

1.11 Public Records Request

Request for Public Records Request must be made in writing to the following email address, ejcabrera@mylUSD.org

1.12 Contract Terms and conditions

Lynwood Unified School District is looking for a 3-year contract with the option of two one (1) year voluntary extensions to align with the E-Rate funding year: July 1, 2026 through September 30, 2029 with optional extensions to September 30, 2031. Any RFPs containing contract terms other than what is specified will be disqualified.

1.13 Schedule

Reference the following [LUSD Instructional Calendar 2025-2026](#) to familiarize yourself with the district's Holidays/District closure to modify your work schedule accordingly.

Daily Contractor Work Time Schedule: Monday through Friday/7:00 am - 9:00 pm

1.14 Evaluation Methodology

Each RFP will be evaluated based on criteria and priorities defined by the Customer. Due to the complexity of this project, the Customer will decide the best submissions that are in the best interest of the long-term technology plan, *not necessarily the lowest price*. RFP will be evaluated based upon the following criteria:

Evaluation Factor	Weight
E-rate Eligible Price	40%
Experience with Lynwood Unified School District and/or similar Districts as Downey USD, Paramount USD, Compton USD and Bellflower USD	25%
Adherence to RFP specifications	25%
Certifications	10%

Description of the Evaluation:

- E-rate Eligible Price: 40%: The cost of the E-rate eligible goods and services. If a component has an ineligible part, the Awardee must either identify the ineligible part and the dollar amount, or provide a percentage of the overall component.
- Experience with Lynwood Unified School District and/or similar Districts as Downey USD, Paramount, USD, Compton USD & Bellflower USD: 25% RFP will be evaluated based on

previous experience with Lynwood Unified School District and/or similar schools. Criteria include project completion, customer service, contract, billing disputes, etc..

- Adherence to RFP specifications: 25% Lynwood Unified School District will accept all “equivalent” Respondents with the required technical documentation and experience as stated in the RFP specifications will be scored higher.
- Certifications: 10% Awardees with more installers with required certifications will score higher.

2.0 List of Lynwood Unified School District Schools and the District office.

Entity Number	Legal Name	Physical Address	City	State	Zip Code
001	District Office	11321 Bullis Road	Lynwood	CA	90262
002	Abbott Elementary	5260 Clark Street	Lynwood	CA	90262
003	Helen Keller Elementary	3521 Palm Avenue	Lynwood	CA	90262
004	Lincoln Elementary	11031 State Street	Lynwood	CA	90262
005	Lindbergh Elementary	3300 Cedar Street	Lynwood	CA	90262
006	Lugo Elementary	4345 Pendleton Avenue	Lynwood	CA	90262
007	Mark Twain Elementary	12315 Thorson Avenue	Lynwood	CA	90262
008	Thurgood Marshall Elementary	3593 MLK Jr. Blvd	Lynwood	CA	90262
009	Roosevelt Elementary	10835 Mallison Avenue	Lynwood	CA	90262
010	Rosa Parks Elementary	3900 Agnes Street	Lynwood	CA	90262
011	Washington Elementary	4225 Sanborn Avenue	Lynwood	CA	90262
012	Will Rogers Elementary	11220 Duncan Avenue	Lynwood	CA	90262
013	Wilson Elementary	11700 School Street	Lynwood	CA	90262
014	Chavez Middle Schools	3898 Abbott Rd.	Lynwood	CA	90262
015	Hosler Middle School	11300 Spruce Street	Lynwood	CA	90262
016	Lynwood Middle School	12124 Bullis Road	Lynwood	CA	90262
017	Firebaugh High School	5246 MLK Jr. Blvd	Lynwood	CA	90262
018	Lynwood High School (Partial)	4050 Imperial Hwy	Lynwood	CA	90262
019	Vista High School	11300 Wright Road	Lynwood	CA	90262
020	Lynwood Community Adult School	11277 Atlantic Avenue	Lynwood	CA	90262

3.0 Description of Requested Equipment and Services

All infrastructure and services requested below are in accordance with the Lynwood Unified School District's technology plan.

Awardees must include a complete bill of materials, including manufacturer make, model, quantity, unit price, extended price, installation and sales tax. **Any E-Rate ineligible costs must be submitted on a separate bill of materials.**

Lynwood Unified School District utilizes an Aruba Cloud Based Technology environment. The District prefers HPE equipment and HP products. Lynwood Unified School District will consider alternative products, but the vendor must include documentation establishing technical equivalency as part of the RFP submission.

Requested equipment listed below:

Component A - UPS SOLUTION FOR DATA CENTER

Make	Model	Description	Quantity
APC	Schneider Galaxy VS	UPS solution for Data Center 1 & 2: 6-8 hours of uptime (prefer lithium-based)	2

Component B - CABLING AND NETWORK ELECTRONICS

Make	Model	Description	Quantity
HP	6300-JL665A	48 port switch	24
HP	HP-compatible 25Gb	SFP module	36
HP	AP-635	Wireless access point (Indoors, classrooms)	1009
HP	AP-655	Wireless access point (Indoors, high density areas)	50
HP	AP-675ex	Wireless access point (Outdoors)	135
StarTech.com	LC/LC (1 meter)	LC/LC fiber cables	36

BOTH - Component A & B - CABLING AND NETWORK ELECTRONICS

Make	Model	Description	Quantity
HP	6300-JL665A	48 port switch	24
HP	HP-compatible 25Gb	SFP module	36
HP	AP-635	Wireless access point (Indoors, classrooms)	1009
HP	AP-655	Wireless access point (Indoors, high density areas)	50
HP	AP-675ex	Wireless access point (Outdoors)	135
StarTech.com	LC/LC (1 meter)	LC/LC fiber cables	36

Description	Notes
Component A: Removal and disposal of current UPS	Removal of one UPS solution at the district office data center only
Component A: Installation of new UPS solution	Installation at two data centers
Component B: ~800 runs of CAT-6a cabling installation/termination	Districtwide CAT-6a cabling installation/termination for all school sites
Component B: Test and certification report of cabling speed/throughput	Provide the certification reports of cabling speed/throughput
Component B: Rip and replacement of Access Points	Districtwide 1:1 rip and replacement of access points

New equipment will, in many cases, replace end of life equipment. *Lynwood Unified School District is open to all solutions but any vendor submitting alternate solutions must provide technical documentation which establishes equivalence. Lynwood Unified School District is open to all solutions for the Data Center UPS line items provided they meet the uptime criteria noted.*

Notes: 1) All proposed solutions must include tax and installation costs; 2) All equipment must be new and not refurbished.

Notes: 2) Lynwood Unified School District will be awarding **separate contracts** for equipment and cabling. Vendors are welcome to submit proposals on one part or both parts, (Component A **OR** Component B **OR** Both).

4.0 RFP Submission

A complete RFP will include the following elements (but not limited to any other documents requested in this RFP).

1. One (1) Original Proposal
2. Five (5) Copies of the Proposal
3. One USB Flash Drive - PDF Format
4. **Specify on the Cover Page which section is the Proposal for, Component A or Component B OR Both Components.**
5. Summary document with the total quantities and cost of each model of equipment; per Component or A & B Component
6. Detailed quotes for all equipment and services proposed. Please label each quote with the entity **number and name (see Section 2.0)**. Each line item in the quote **MUST** include the following details:
 - a. Quantity
 - b. Description
 - c. Unit Cost
 - d. Extended Cost
 - e. Tax (if applicable)
 - f. Labor Cost (if applicable)
 - g. Shipping and/or Other Costs associated with line item (if applicable)
 - h. E-Rate Eligibility Percentage of equipment
 - i. Eligible Amount
7. Contract for equipment and services proposed including all items listed above as well as terms and conditions and authorized signature of vendor's authorized representative.
8. Appendix A Through X

Submit all elements in your RFP by January 26, 2026 by 10:00 am. It is the Respondents responsibility to ensure that your sealed Proposal is received by the deadline at *Lynwood Unified School District, 11321 Bullis Rd., Lynwood, Ca 90262*.

The Customer has the right but not the obligation to reject all late or incomplete submissions, as the Customer determines to be in its own best interest, or to contact the Respondent for ministerial corrections. The Customer has the right but not the obligation to determine a short list for final negotiations and contract revisions after these dates.

Oral and telephone RFPs will not be considered, nor will modifications of RFP by such communication be considered. The completed RFP form shall be without erasures or alterations. Delivery of the RFP will be considered authorization by the Vendor to make a contract, if awarded.

5.0 Appendix

Appendix A:

SIGNATURE PAGE

Company Name: _____

Mailing Address: _____

Contact Name: _____

Telephone: _____ Cell Phone: _____

Email Address: _____

I certify that the attached RFP for goods and services represents our complete response to Lynwood Unified School District Schools/District Office RFP, that it has been prepared and submitted in good faith, and that all descriptions and eligibility of equipment and services are true and correct to the best of my knowledge.

Name of Representative: _____

Title of Representative: _____

Signature of Representative: _____

Date: _____

NON COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

County of _____, _____, being first duly
(Print Name)sworn, depose and says that he or she is _____ of the party
(Title)

making the foregoing RFP that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the RFP is genuine and not collusive or sham; that the Awardee has not directly or indirectly induced or solicited any other Awardee to put in a false or sham RFP, and has not directly or indirectly colluded, conspired, connived, or agreed with any Awardee or anyone else to put in a sham RFP, or that anyone shall refrain from RFPing; that the Awardee has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the RFP price of the Awardee or any other overhead, profit, or cost element of the RFP price, or of that any other Awardee, 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 RFP are true; and further, that the Awardee has not, directly or indirectly, submitted his or her RFP price or any breakdown thereof, or the contents thereof, of divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham RFP.

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

Date_____
Print name_____
Signature

State of California

County of _____

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

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

WITNESS my hand and official seal, _____
(Signature of Notary)

(Seal of Notary)

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

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 respondents 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, I 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: _____

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

All vendors 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, email address 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	

3.

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 Phone Number: _____

Email Address: _____

FEE PROPOSAL

Check one single option box number only and provide Offeror's Price Proposal below:

☐ Option 1: Component A

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

☐ Option 2: Component B

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

☐ Option 3: Component A and B

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

The awardee agrees to hold the Price Proposal firm for 90 calendar days after the latest date for submitting proposals.

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

C. 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.**

***Provide with your Notice of Award
Awardee and Sub-contractors must provide a signed letter***

[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 quote to Respondent over 5 years prior to a BOE member's election or appointment, without the goods or services included in the RFP actually being furnished to Respondent, i.e., an unaccepted 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.

[Company Name]

[Name and Title of Respondent's Representative]

[Signature]

[Date]

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 Company 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 Company 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.

_____	_____
Name of Authorized Signator	Job Title

_____	_____
Signature	Date

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 acknowledge that all personnel assigned to the jobsite at the District have submitted fingerprints to the Department of Justice and have been cleared. 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: _____

INSURANCE REQUIREMENTS

Before starting work, the awardee 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 the 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.

RESPONDENT Confirms and acknowledges that if awarded, the company will provide a copy of the Certificate Of Insurance with the required limits when the Notice of Award is provided.

Name

Job Tittle

Signature

Date

DRUG-FREE WORKPLACE CERTIFICATION

declare, state and certify to all of the following:

- (Signature) _____ Date: _____

DISABLED VETERAN BUSINESS ENTERPRISE ("DVBE") PARTICIPATION GOAL PROGRAM POLICY

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 Proposal submitted by any Respondent who did 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 subRFPs 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-RFP and the Awardee's good faith consideration of the same) prior to the last date for submittal of RFP 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 RFP Proposals;
 - (iii) state the last date and time for submission of sub-RFP from DVBEs to the Awardee
 - (iv) request sub- RFP from DVBE Subcontractors or Material Suppliers;
 - (v) identify the type of Work of the Contract available for sub-RFP by DVBEs; and
 - (vi) unequivocally state the requirement of bonds, if any, of a DVBE sub-Awardee 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 Awardee 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 Awardee awarded the Contract agrees that the District, or its designee, shall have access to any of the successful Awardee'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

Do you have any known family member/s or Business Relationship/s with any Lynwood Unified School District staff to the best of your knowledge?

☐ NO

☐ YES

If yes, provide further
explanation: _____

_____.

Name of Representative: _____

Title of Representative: _____

Signature of Representative: _____

Date: _____

FINGERPRINT CERTIFICATE

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

LUSD RFP #03TECH26, Aruba AP Upgrade Solution Page 39/57

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

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 proposal 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 proposal shall be accepted and the Principal shall execute and deliver a contract in the Form of Agreement required by the RFP 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 RFP.

If said RFP 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 an extension of the time when the "OBLIGEE" may accept such a RFP. And said Surety does hereby 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

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 **Aruba AP Upgrade Solution**.

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)	

ACKNOWLEDGEMENT OF ADDENDUMS

If applicable, the Offeror acknowledges receipt of the following Addendum from the District pursuant to the RFP:

Enter dates when the Addendum/s were issued.

Addendum No. 1: _____, 20____

Addendum No. 2: _____, 20____

Addendum No. 3: _____, 20____

It is the responsibility of the offeror to check the LUSD website as often as possible for any addendums issued.

Note: No oral, email, electronic, facsimile, or telephone responses or modifications will be accepted by the District and should not be relied on.

Acknowledge the inclusion of all Addendum/s issued prior to submittal due date in the blanks provided above.

Failure to acknowledge Addendums may deem you “Non-Responsive.”

Name of Representative: _____

Title of Representative: _____

Signature of Representative: _____Date: _____

Appendix V

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each Awardee 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 proposed 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 Proposed 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 Proposed 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 _____

Job Title _____

Date _____

BILL OF MATERIALS

Include all information

Manufactures Make	Model	Description	Quantity	Unit Price	Extended Price	Installation Price	Sales Tax 10.75 %	Total Line price

SAMPLE AGREEMENT
For View only

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 _____ and will diligently perform as required and complete performance by _____.

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 include 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 \$ _____

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. 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;

b. 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

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. Commercial General Liability Insurance- In the minimum amount of \$2,000,000 per occurrence and \$4,000,000 aggregate.
 1. Owned, non-owned and hired vehicles;
 2. Blanket contractual;
 3. Broad form property damage;
 4. Products/completed operations; and
 5. Personal injury.
- b. Professional Liability (Errors and Omissions) Insurance- In the minimum amount of \$1,000,000 per occurrence or claim and \$2,000,000 aggregate.
- 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.
- d. Workers' Compensation Insurance-Amounts required by the State of California, with Statutory Limits.
- e. Employer's Liability Insurance In the minimum amount of \$1,000,000 per accident for bodily injury or disease
- f. Cyber Insurance.. In the minimum amount of \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000

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.

Must name the 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: _____