# REQUEST FOR PROPOSAL RFP #2026-1

470 # 260003556

Lennox School District

10319 Firmona Ave

Lennox, CA 90304

## Managed Internal Broadband Services (MIBS)

| Procurement Timeline | |
|---|---|
| RFP ISSUED: | November 17, 2025 |
| REQUESTS FOR INFORMATION DEADLINE | December 3, 2025, at 4:00 PM PST |
| PROPOSALS DEADLINE: | January 9, 2026 at 4:00 PM PST |
| PROJECT START DATE: | PENDING FUNDING APPROVAL |
| PROJECT END DATE: | 6-30-31 |

## Service Provider Criteria and Contract Requirements

**SCOPE OF WORK**

The purpose of this Request for Proposal (RFP) is to solicit competitive proposals from qualified vendors to provide comprehensive remote Managed Internal Broadband Services (MIBS). We are seeking a partner to proactively monitor, manage, and maintain our network infrastructure to ensure maximum uptime, security, and performance for our students and staff.

**MIBS vendor will support and maintain the existing equipment**

The MIBS vendor shall provide ongoing support and maintenance for the existing equipment. No leasing or purchase of new equipment is included in this RFP.

**Current Technology Environment**

To assist you in providing an accurate quotation, please find below an overview of our current environment.

Locations: 7 school/district office building(s) located at:

- District Office, 10319 Firmona Ave, Lennox, CA 90304
- Lennox Middle, 11033 Buford Ave., Lennox, CA 90304
- Buford Elementary, 4919 W. 109Th St., Lennox, CA 90304
- Huerta Elementary, 4125 W. 105Th St., Lennox, CA 90304
- Felton Elementary, 10417 Felton Ave., Lennox, CA 90304
- Jefferson Elementary, 10322 Condon Ave., Lennox, CA 90304
- Moffett Elementary, 11050 Larch Ave., Lennox, CA 90304

**Current Bandwidth Equipment List:**

- **User Base:**
  - Students: Approx. 4,128
  - Staff (Teachers & Admin): Approx. 625
- **Network Infrastructure (Approximate counts):**
  - Firewall(s): 1, Cisco Firewall 3120
  - Managed Switches: 91, Cisco MS355-48X, MS425-16, MS425-32
  - Unmanaged Switches: 0
  - IDF Cabinets: 23
  - Wireless Access Points (WAPs): 468, Cisco MR44
  - Internet Connection(s): 1

The selected vendor will be responsible for the following remote services and onsite services when needed as indicated in the Duties of the MIBS Vendor below:

**Duties of the MIBS vendor:**

The selected MIBS vendor shall provide comprehensive managed broadband internal services (Category 2) to support the school district's existing network infrastructure, ensuring reliable, secure, and high-performance broadband connectivity essential for instructional and operational needs. The vendor will monitor all existing network devices, including firewalls, switches, and wireless access points (WAPs), and promptly alert designated district contacts of any outages, performance degradation, or security events. Network management responsibilities shall include configuration management and backups for all devices, scheduling "N-1" patch and firmware updates during non-instructional hours, ongoing performance tuning and optimization of the broadband infrastructure, and providing both ad hoc and scheduled configuration modifications as required.

In addition, the vendor shall administer network security by managing firewall rules and policies, applying security updates, and overseeing VPN access for remote staff and authorized vendors. Wireless network management will encompass optimization of the existing Wi-Fi environment, monitoring WAP performance and client connectivity, and maintaining SSIDs, security policies, and guest networks to support seamless district-wide broadband wireless access.

The vendor will deliver dedicated technical support through a helpdesk for network-related escalations from the district's IT staff, with full access to an incident database for ticket review and tracking. Clear Service Level Agreements (SLAs) shall be established, defining response and resolution times for priority levels (Critical, High, Medium, Low), along with a documented escalation procedure. To promote transparency and collaboration, the vendor shall provide detailed monthly reports on performance metrics, security incidents, and support ticket summaries, and conduct bi-monthly status meetings with district representatives to review progress, discuss network planning, and refine strategies as needed. All services shall be performed on the district's existing bandwidth equipment, with no leasing or purchase of new equipment included in this RFP.

**Contract Term:** As this is a MIBS contract, the contract term is 60 months for the funding year starting July 1,2026 and ending June 30,2031. Please provide the annual cost.

**Trade Names and Alternatives**

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired

and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. Burden of proof as to equality of any material, process or article shall rest with service provider. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the response by the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time of bid response.

The District retains the right to be sole judge as to whether equivalency has been proven and whether alternatives will be accepted.

**Award of Contract**

The District does not guarantee an award of a contract(s) and it reserves the right to select the firm(s) that it considers to be in the best interest of the District. Award of contract may be contingent upon the approval of funding from the Schools and Libraries Universal Service Administrative Company ("USAC").

The District reserves the right to award none, some, or all of the proposal. For instance, if a response exceeds the E-Rate funding limits set by USAC, the district may choose to only award up to the E-Rate funding limit, less or more.

The District reserves the right to accept or reject any or all proposals, to negotiate with any or all responsible submitters, and to waive any informality in the Proposal. Firms submitting proposals shall be responsible for any and all expenses that they may incur in preparing proposals.

**Request for Proposal Preparation Cost**

Costs for preparing responses and any other related material is the responsibility of the VENDOR, and shall not be chargeable in any manner to the DISTRICT. The DISTRICT will not be held liable for any cost incurred by VENDORS in responding to the RFP.

**Order Term**

District reserves the right to order quantities in any size lot or lots of quantities. Pricing must remain firm for the period of July 1, 2026 thru June 30, 2031.

**Right to Reject Any and All Quotes**

The District reserves the right to reject any or all quotation submittals and to waive any informalities or regularities. The Service Provider's quotation submission is recognition of this right.

In addition, the District reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-Rate approval.

The District reserves the right to award for some, all, or none of the products and services sought herein.

**EVALUATION AND SELECTION CRITERIA**

The District, in compliance with Federal Communications Commission (FCC) rules, will award to the vendor(s) providing the most cost-effective service offering. Per the Sixth Report and Order, FCC 10-175, FCC rules dictate the following:

§ 54.503 (c)(2)(vii) All bids submitted for eligible products and services will be carefully considered, with price being the primary factor, and the bid selected will be for the most cost- effective service offering consistent with § 54.511.

§ 54.511 Ordering Services (a) Selecting a provider of eligible services. In selecting a provider of eligible services, schools, libraries, library consortia, and consortia including any of those entities shall carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered.

Therefore, the District may consider factors other than price alone in the consideration of bids; price for E-rate eligible goods and services will be the primary factor considered.

SELECTION CRITERIA:

| Criteria | | |
|---|---|---|
| 1 | E-Rate Eligible Price | 40% |
| 2 | Technical Certifications of relevant staff who will oversee the project | 30% |
| 3 | Experience with District | 15% |
| 4 | Experience with E-Rate | 15% |
| | Total | 100% |

**REQUESTS FOR INFORMATION**

All inquiries must be submitted via e-mail to Raul Gomez (raul_gomez@lennoxk12.org) by the deadline on Page 1 (December 3, 2025, at 4:00 PM PST). Please reference 470 # 260003556 in the subject line

All addendum(s), questions and answers will be posted to the district's website at www.lennoxk12.org in addition to the E-Rate EPC website at https://portal.usac.org/suite/

Please "Follow" the Form 470 to receive all EPC updates pertaining to the Form 470.

**SUBMISSION INSTRUCTIONS**

All offers must be submitted to the contact information below by the deadline

indicated on Page 1 (January 9, 2026 at 4:00 PM PST).

Submission via E-mail ONLY

**Contact Information:**
Raul Gomez
Director of Technology
raul_gomez@lennoxk12.org

Proposals must be clearly labeled in the subject line "Managed Internal Broadband Services Proposal."

It is the sole responsibility of each respondent to ensure all submittals and attachments are received by the District before the deadline. The District assumes no responsibility for transmission failures.

Verification of receipt can be made by contacting Raul Gomez at raul_gomez@lennoxk12.org or phone # 310-695-4097

**Partial bids will not be accepted.**

The quotes provided must include the ability to manage and service all of the required components in this bid Prospective Service Providers are required to submit the following:

1. Service Provider's SPIN number
2. Service Provider's FCC Registration Number (FRN).

Failure by Service Provider to supply these documents shall be considered grounds for disqualification.

**NON-COLLUSION STATEMENT**

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I,_____being first duly sworn, deposes and says that I
(Typed or Printed Name)
am the _____ of _____, the party
(Title) (Bidder Name)
submitting the foregoing Proposal (the "Bidder"). In connection with the foregoing Proposal, the undersigned declares, states and certifies that:

1.01 The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

1.02 The Proposal is genuine and not collusive or sham.

1.03 The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.

1.04 The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

1.05 All statements contained in the Bid Proposal and related documents are true.

1.06 The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 20____at
(City, County and State)

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

**Name of Company:** _____

**By:** _____

**Name of Authorized Officer or Agent:** _____

**Title:** _____

**Date:** _____

**This form must be completed and submitted with your proposal**

**CERTIFICATE REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

(c) * * * * * "

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

**Name of Company:** _____

**By:** _____

**Name of Authorized Officer or Agent:** _____

**Title:** _____

**Date:** _____

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

**This form must be completed and submitted with your proposal**

**ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY**

TO: LENNOX SCHOOL DISTRICT

RE:

Please be advised that with respect to the above-referenced PROJECT the undersigned contracting party on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code Section 3864, which provides:

> "If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury."

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the DISTRICT of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

**Name of Company:** _____

**By:** _____

**Name of Authorized Officer or Agent:** _____

**Title:** _____

**Date:** _____

**This form must be completed and submitted with your proposal.**

**CERTIFICATE OF A DRUG-FREE WORKPLACE**

Pursuant to the requirements mandated by California Government Code Section 8350 et seq, or the "Drug Free Workplace Act of 1990", this certification form is required of all successful bidders for contracts or grants awarded by a State Agency. By signing this certification, the Contracting firm agrees that a Drug-Free Workplace will be established by performing the actions described below:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or the organization's workplace. The statement must specify what actions will be taken against the employee for violations of the prohibition;

2. Establishment of a Drug-Free Awareness Program to inform employees of:

a) The dangers of drug abuse in the workplace;
b) The organization's policy of a Drug-Free Workplace;
c) The availability of drug abuse counseling, rehabilitation, and employee assistance programs; and
d) The penalties that may be imposed on employees for drug abuse violations

3. Requirement that each employee engaged in the performance of the contract of grant be given a copy of the statement outlined above in section 1, and that as a condition of employment on the contract or grant, the employee agrees to abide by the conditions of the aforesaid statement.

I, the undersigned, as an authorized representative agree that all the requirements of the "Drug-Free Workplace Act of 1990" will be adhered to and that a Drug-Free Workplace will be established. I also understand that if it is determined that I have made a false certification, or violated this certification by failing to meet any requirements of the Act, the contract established by RFP# 20-01 is subject to termination, suspension of payments, or both. Furthermore, I understand that a violation of the terms of the "Drug-Free Workplace Act of 1990" can result in disbarment in accordance to the provisions of California Government Code Section 8350 et. seq.

**Name of Company:** _____

**By:** _____

**Name of Authorized Officer or Agent:** _____

**Title:** _____

**Date:** _____

**This form must be completed and submitted with your proposal**

**CERTIFICATION REGARDING ALCOHOL AND TOBACCO FREE CAMPUS**

I, _____, an authorized officer agree to comply with the Alcohol and Tobacco Free Campus Policy as established by LENNOX SCHOOL DISTRICT. I certify that no employee of our firm, nor any subcontracting firm, will use alcohol or tobacco products at any time, on or within any District owned or leased buildings, property, or vehicles. Furthermore, I certify that signs stating "Alcohol and Tobacco Use is Prohibited" will be purchased and prominently displayed at all entrances to school property in accordance with the policy of LENNOX SCHOOL DISTRICT.

**Name of Company:** _____

**By:** _____

**Name of Authorized Officer or Agent:** _____

**Title:** _____

**Date:** _____

**This form must be completed and submitted with your proposal**

# 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 respondent's fee proposal. The Applicant presumes a tariff will be imposed on any manufacturer's networking equipment manufactured abroad and will be applicable at the time of purchase throughout the term of any agreement resulting from this solicitation (including and mutually agreed upon extensions).

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

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

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

**Signature**: _____**Title**: _____

**Phone Number**: _____ **Email**: _____

**Service Provider Name**: _____

**Service Provider FCC Registration Number:** _____

**Service Provider Identification Number:** _____

**CONTRACTOR REFERENCES AND RESPONSIBILITY INFORMATION**

1. The District expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.

2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to, inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports; inquiries to companies and public entities for which the Contractor has previously performed work; reference checks and examination of all public records; including, without limitation, qualifications and financial ability of proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction.

3. The bidder must also demonstrate knowledge of school district industry services and should possess a working ability to perform similarly sized services for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contact and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the Lennox School District.

FAILURE TO FURNISH THE REFERENCES *(IN THE COMPLETE FORMAT REQUIRED)* MAY CAUSE YOUR PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.

EXAMPLE: Your references should be listed in the following format (facts are example only)

(a) Work for L.A. Unified School District
(b) Phone # (213) 123-4567
(c) 100 Hollywood Drive, L.A., CA 92000
(d) Contact: John Smith
(e) Services for TUVXY High School consisted of….
(f) July 1, 2014, through June 30, 2015
(g) $ 50,000

Reference #1

| | |
|---|---|
| Organization's Name | |
| Telephone Number | |
| Address | |
| Point of Contact | |
| Type of Contract | |
| Contract Term (From – To) | |
| Contract Amount | $ |

Reference #2

| | |
|---|---|
| Organization's Name | |
| Telephone Number | |
| Address | |
| Point of Contact | |
| Type of Contract | |
| Contract Term (From – To) | |
| Contract Amount | $ |

Reference #3

| | |
|---|---|
| Organization's Name | |
| Telephone Number | |
| Address | |
| Point of Contact | |
| Type of Contract | |
| Contract Term (From – To) | |
| Contract Amount | $ |

4. Contractor Questionnaire: The Contractor shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Contractor's firm and any of its owner, officers, directors, shareholders, parties or principals. District has discretion to request additional information. Omission of any material information is grounds for disqualification, or deeming a proposal to be non-responsive.

a. Name of firm's license holder_____

b. Have you or any of your principals ever been licensed under a different license number? _____ Response must include information pertaining to principals' association outside of the firm. If yes, give name and license number._____
_____

c. Names and titles of all principals of the firm:

_____

_____

_____

_____

d. Number of years as a Contractor in this type of work:_____

If Yes, how many years' experience? _____

e. Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' associated outside of the firm submitting a proposal. _____ If the answer is "Yes," give dates, names and address of surety and details.

_____

_____

_____

_____

f. Have you or any of your principals been assessed damages for any project in the past five years? Response must include information pertaining to principals' association outside of the firm submitting a proposal. _____ If yes, explain:

_____

_____

_____

_____

g. Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to project(s) during the past five years? Response must include information pertaining to principals' association outside of the firm submitting a proposal.

_____If yes, provide name of public agency/organization and details of the dispute:

_____

_____

_____

_____

h. Have you or any of your principals ever failed to complete a project in the last five years? Response must include information pertaining to principals' association outside of the firm submitting a proposal. _____ If so, give owner's name and details:

_____

_____

_____

_____

i. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? _____ If so, please elaborate.

_____

_____

_____

_____

j. This project requires thorough knowledge of the financial and legal requirements of E-Rate.

i. Are you willing to invoice the District at the E-Rate approved discount percentage, with the remainder directly to the SLD, pending District certification for services performed?

☐ Yes ☐ No

ii. Has your firm been involved in any State or Federal investigation related to direct or indirect participation in instances of funds being misapplied, mismanaged or violations of law, rules, or regulations by support mechanism participants or Contractors?

☐ Yes ☐ No

iii. Does your firm possess a valid FCC regulation number and Contractor Identification Number (SPIN)?

☐ Yes ☐ No

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Contractor References and Responsibility Information is true and correct.

Executed this _____ day of _____, 20_____, at _____, State of California

Contractor Name _____ Date: _____

Signed _____ Phone _____

Printed Name _____ Title _____

Street Address _____

City, State, Zip Code _____

Fax Number _____ Email: _____

Note: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership, if bidder is an individual, his signature shall be placed above.

**All pages of this form must be completed and submitted with your proposal**