LAUSD UNIFIED

Procurement Services Department

INVITATION FOR BID (IFB)





2027 E-Rate Network Equipment and Related Services (Year 6-110 Sites)

IFB #: 2233823762

Release Date: November 2, 2026

Procurement Contracts

Contracting Officer: Michelle La Mar

Email Address: michelle.lamar@lausd.net

IFB 2233823762
TABLE OF CONTENTS

IFB SECTION	DESCRIPTION	PAGE NO.
Section I	Letter to Prospective Bidders and "No Bid" Form	1
Section II	A. Bid Form and Rate Schedule Instructions	4
	B. Specific Bid Conditions/Certifications	15
	C. Technical and General Specifications	26
	D. Product Specifications	33
	E. Bidder Questionnaire	34
Section III	Rate Schedule	36
Section IV	General Bid & Contract Conditions	
	A. General Bid Conditions	37
	B. General Contract Conditions	42
Section V	Small Business, Disabled Veterans Business Enterprise, and MBE/WBE	61
Section VI	Appendix	
	Appendix A Delivery Locations	66
	Appendix B District Map	67
	Appendix C OIG Notice	68
	Appendix D Provisions required of Federally Funded Contracts	69
	Appendix E EFT Enrollment Form	75
	Appendix F Leverage District Purchasing Power	79
Section VII	SEPARATE ELECTRONIC ATTACHMENTS	

1. Attachment A – Scope of Work (this document takes precedence in the event of a conflict with any other specifications)
2. Attachment B - LAUSD Safety Standards
3. Attachment C – Procedure for Asset Forms Workbook No G-AM-0002
4. Attachment D – 27_1018 Local_Area_Network_(LAN)_Systems for_Instructional_Locations_and_Small Medium_Office_Locations_230203

5. Attachment E – 27 0127_Quality_Assurance_Test_and_Acceptance_220531
6. Attachment F – 27_1017_Wireless_Local_Area_Network_(WLAN)_Systems_230203

7. Attachment J –School List Package 1
8. Attachment K –School List Package 2
9. Attachment L –School List Package 3
10. Attachment N –Rate Schedule Package 1
11. Attachment O –Rate Schedule Package 2
12. Attachment P –Rate Schedule Package 3
13. Attachment R –School Asset List Package 1
14. Attachment S –School Asset List Package 2
15. Attachment T –School Asset List Package 3
16. Attachment V – Configuration Integration Task List
17. Attachment W – School Network Diagram
18. Reserved
19. Attachment Z – IT Asset Inventory Workbook
20. Attachment AA – 02_2600 Abatement of Hazardous Materials
21. Attachment AF – 2026 Work Procedures
22. Attachment AG - Right to Renovate Pamphlets RRP
23. Attachment AH - Pre-Renovation Form
24. Attachment AJ - RFC Template
25. Attachment AK - Substitution Form
26. Attachment A1 – Pkg 1 Phasing_of_Work Milestones
27. Attachment A2 – Pkg 2 Phasing_of_Work Milestones
28. Attachment A3 – Pkg 3 Phasing_of_Work Milestones

29. Attachment AO - 14.05 Environmental Procedures 07222022
30. Attachment AW - 02_8333_Lead_Abatement Lead_Related_Const_Work_230817

31. Attachment BA – LAUSD Project Banner
32. Exhibit A- Project Completion Schedule

LOS ANGELES UNIFIED SCHOOL DISTRICT
Procurement Services Center – Contract Administration
8525 Rex Road
Pico Rivera, CA 90660
(562) 654-9311

DATE: November 2, 2026

ATTENTION: Prospective Bidder

SUBJECT: INVITATION FOR BID (IFB) FOR: **2027 E-Rate Network Equipment and Related Services (Year 6-110 Sites)**

The Los Angeles Unified School District, Contract Administration, is seeking bids for **2027 E-Rate Network Equipment and Related Services (Year 6-110 Sites)** as outlined in the attached. The resultant unit rate requirements contract, if awarded, will be for an initial **18-month** period, the contract is subject to one (1) additional twelve 12-month extension, for a maximum of thirty (30) months total. The contract will be State and/or locally funded and is subject to fiscal year funding. District contract awards are made in accordance with the authority granted to the Los Angeles Board of Education under California Law (e.g. the Public Contract Code, Education Code and Government Code).

You are hereby invited to submit to the District a bid to furnish all the labor, materiel, and any other related items required for performance under the subject IFB. The Los Angeles Unified School District's bid submittal process has changed. Bidders are now required to utilize the Ariba Business (Supplier) Network to submit a bid package electronically. A completed copy of the bid package, along with a Microsoft Excel copy of the completed rate schedule must be submitted through the Ariba Business (Supplier) Network no later than **11:00 A.M. PST on December 2, 2026**. Bids received after this date will not be considered. The only acceptable evidence to establish the time of receipt is the date/time recorded by the Ariba system at time of submission. Bids will be opened after 11:00 AM PST on **December 2, 2026** at the District's Procurement Services Center. The District will then provide, via email in PDF format, copies of all received rate schedule and cash discount pages to all vendors who submitted a bid offer in response to this solicitation.

Please read all sections of this IFB carefully to assure that your response to this IFB contains all bidding information required to be considered responsive and responsible.

All communications in connection with this IFB shall be provided in writing and submitted online only, on or before the last day for questions of November 10, 2026, through the SAP Ariba Sourcing Event at Discovery URL: https://service.ariba.com/Supplier.aw.

A non-mandatory Pre-bid conference for this bid solicitation will be held via Zoom on Thursday, **November 9, 2026, at 11:00 a.m. (PDT)**. To attend this non-mandatory conference, please contact Michelle La Mar at michelle.lamar@lausd.net or (213) 241-0188 to share your email address and confirm your attendance at least one hour before the scheduled event. Upon your request/confirmation, you will receive the Zoom meeting invite link and/or passcode promptly. While attendance is not required, prospective bidders are encouraged to submit any product/technical specifications or contractual questions they may have through the Ariba business (supplier) network under website: https://discovery.ariba.com/profile/AN01650823748 under **E-Rate Network Equipment and Related Services**. The procurement official overseeing this solicitation will promptly respond to all submitted questions.

Prospective bidders must not contact any District representative or personnel working on behalf of the District (except those designated herein) prior to publication of the District's notice of contract award covering this requirement. Inappropriate contacts by a prospective bidder may subject the bidder to disqualification from the contract award process.

The bid package must be submitted in its entirety, including this letter (Section I) and the following:

II. IFB form and rate schedule instructions, specific bid conditions, technical and product specifications, and Bidder Questionnaire.
III. Rate Schedule
IV. General Bid and Contract Conditions
V. Small Business and Disabled Veterans Business Enterprise (SBVE) Utilization Program
VI. Appendix A – Delivery Locations
Appendix B – District Map
Appendix C – OIG Notice
Appendix D – Provisions required of Federally Funded Contracts
Appendix E – EFT Enrollment Form
Appendix F – Leverage Districting Purchasing Power
VII. Attachments A-BA
VIII. Exhibit A – Project Completion Schedule

Failure to electronically submit the bid package in its entirety may cause a bid to be ruled "non-responsive."

The District reserves the right to reject any and all bids, to waive informalities or irregularities to the extent permitted by law in any bid received, and to be the sole judge of the merits of the respective bids received. The award, if made, will be to the lowest priced responsive and responsible bidder(s).

All remarks, additions or exceptions attached to the bid which conflict with the terms and conditions herein, may cause it to be deemed, "non-responsive".

The contract(s) that may be awarded hereunder is/are not exclusive. The District expressly reserves the right to contract for goods and services such as those referenced herein, through other contractors.

Should you decide not to compete for a contract award under this IFB, please complete the attached "No Bid Response" form, (attachment 1) and send it to the undersigned. Failure to provide a response to this solicitation may result in removal of your firm's name from our vendor list for future IFB opportunities.

Sincerely,

Michelle La Mar

Michelle La Mar
Contract Administrative Analyst

ATTACHMENT: IFB PACKAGE

LOS ANGELES UNIFIED SCHOOL DISTRICT

Procurement Services Center – Contract Administration
8525 Rex Road
Pico Rivera, CA 90660
(562) 654-9311

Bid No.: 2233823762 **Date of Bid Opening: December 2, 2026**

"NO-BID" RESPONSE FORM

IT IS NOT NECESSARY FOR THE BIDDER WHO IS SUBMITTING A BID FOR THE PRODUCTS AND/OR SERVICES SPECIFIED HEREIN, TO RETURN THIS FORM.

The LOS ANGELES UNIFIED SCHOOL DISTRICT is committed to programs and policies that will result in the procurement of supplies, equipment, and services that meet the quality standards required by our schools and support facilities at the lowest possible prices.

An important aspect of achieving this goal is to promote competitive bidding among the largest number of qualified bidders as possible. In instances where the bidder fails to respond, feedback from the bidder is encouraged. Reasons for not bidding are evaluated with the intention of improving future solicitations for this commodity or service, thereby encouraging and expanding the field of competition.

All bidders who respond with a "No Bid" response are requested to provide the information cited below and return this form, in time for the bid opening**. FAILURE OF NON-BIDDERS TO RETURN THIS COMPLETED FORM MAY RESULT IN BEING DROPPED FROM OUR BIDDER'S LIST FOR THE PRODUCT(S) AND/OR SERVICES SPECIFIED BELOW.**

REASONS FOR NOT BIDDING AT THIS TIME: (Attach additional page if necessary)

_____

_____

DO YOU WISH TO RECEIVE BID REQUESTS FOR THIS PARTICULAR PRODUCT OR SERVICE IN THE FUTURE? ☐YES ☐NO*

*If this option is selected, the bidder must forward a written request to Contract Administration for reinstatement.

BIDDER'S (FIRM) INFORMATION:

FIRM NAME: _____

ADDRESS: _____

SIGNATURE: _____ **NAME & TITLE:** _____

DATE: _____ **PHONE:** _____ **FAX:** _____

BID TITLE: 2027 E-Rate Network Equipment and Related Services (Year 6-110 Sites)

LOS ANGELES UNIFIED SCHOOL DISTRICT
Procurement Services Center – Contract Administration
8525 Rex Road
Pico Rivera, CA 90660
(562) 654-9311

IFB AND CONTRACT FOR:
IFB AND CONTRACT FOR: 2027 E-Rate Network Equipment and Related Services (Year 6-110 Sites)

IFB NO.: 2233823762
SUBMISSION DATE: December 2, 2026
FOR: Information Technology Division

SECTION II.

A. BID FORM AND RATE SCHEDULE INSTRUCTIONS

The undersigned has complied with instructions in the IFB, has approved the contract form and agrees to enter into a Contract for furnishing to the Los Angeles Unified School District, Los Angeles County, hereinafter called the District, the required supplies, equipment and/or services at the stated rates; subject to all of the Terms and Conditions of the Invitation for Bids, Bid and Contract Conditions, Specifications, instructions set forth and all amendments or addenda thereto.

1. SCOPE OF CONTRACT

The scope of the Contract is to provide **E-Rate Network Equipment and Related Services** in accordance with all the terms, conditions and specifications specified herein. All Bidders shall be familiar with Federal E-Rate rules and regulations regarding Eligible Services and billing methods and agrees to comply with the E-Rate program requirements for this IFB and any contract that may result from this IFB (https://www.usac.org/e-rate/). Specific requirements for E-Rate service providers (obtain a SPIN, SPAC, etc.) can also be reviewed at https://www.usac.org/e-rate/service-providers/. Bidders shall also be familiar with any potential or proposed rules changes in the September 30, 2025 (or later) Eligible Services List for Schools and Libraries Universal Service Support Mechanism (https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/).

2. TERM OF UNIT RATE REQUIREMENTS CONTRACT

The term of the Contract will be eighteen (18) months period, the contract is subject to one (1) additional twelve 12-month extension, for a maximum of thirty (30) months total. The anticipated start date for work hereunder will be on or about April 1, 2027. Funding is contingent on fiscal year availability.

LIST OF PACKAGES/ NUMBER OF SITES	
PACKAGE 1	34
PACKAGE 2	39
PACKAGE 3	37

Awarded contractor bears the risk of completing all work regardless of potential issues including, but not limited to, supply chain delays, product availability, and/or staffing shortages

Awarded contractor must meet District milestones as listed in Exhibit A – Project Completion Schedule.

Awarded contractor must meet stated LAUSD project completion schedule (Exhibit A) and bears the risk of completing all work in accordance with above milestones regardless of potential issues including, but not limited to, supply chain delays, product availability, and/or staffing shortages.

3. AWARD OF CONTRACT

It is the intent of the District to award a contract(s) for each item in the Rate Schedule Section either "individually," "in any combination" or, "as a whole", per package, to the lowest responsive and responsible bidder(s), pursuant to the authority granted under California Public Contract code Sections 20111 and 20118.1, to a single or to multiple vendors, whichever is in the best interest of the District. The award is contingent upon timely compliance with all bid conditions and specifications which must be satisfied prior to award of the contract.

4. BASIS OF AWARD

The award(s) shall be to the responsive and responsible bidder(s) who submit the lowest weighted Unit Price either "individually" (for each individual item listed), as a "Combination of Items" per "Package", or as a "whole", whichever is in the best interest of the District. The Basis of Award calculations include the lowest cost (per item, combination, package, or as a whole), and cash discount. All calculations will be done by the District. All "Unit Price" bids must be as District requested.

All Rate Schedules must be filled out in their entirety.

The District will apply these cost weights:

- **60%** for costs that qualify for E-rate funding.
- **40%** for costs that do not qualify for E-rate funding.

As the Manufacturer's product cut-sheets are an integral part of the Basis of Award, bidders who do not submit copies of the product cut-sheets may be ruled non-responsive.

Upon award of the contract, Contractor shall be held to the unit price offered in the Rate Schedule (Attachments N, O, and P).

The District will have sole and absolute determination of E-Rate eligibility and/or ineligibility as defined by USAC. The District reserves the right to correct calculation errors and make all conversions and computations, if necessary.

5. RATE SCHEDULE

The "Rate Schedule" (Attachments N, O and P) shall be firm during the contract.

a. Bidder shall fill out the attached Rate Schedule (See: Attachments N, O and P). The completed price information should be provided in two (2) formats: (i) One (1) copy of the Rate Schedule provided as part of the electronic IFB bid submittal in searchable Adobe pdf format; and (ii) One (1) copy of the Rate Schedule in Microsoft Excel format, sent via Ariba Business (Supplier) Network to the undersigned by the due date and time as stated on page 3 of Section I above. Submit bids within a single compressed ZIP file. The Ariba submission system permits only one

submission under 100MB per package.

b. The "Unit Price" bid should include prices for all items listed in the Specifications Section, all costs for any insurance, and/or any required performance guarantee. Do not include tax.
c. Any remarks, additions, amendments, or exceptions attached (by the bidder) to the bid, which conflict with terms and conditions herein, may cause it to be deemed "nonresponsive."
d. When filling in the Rate Schedule (Section III), pricing information, such as Unit Price, on the searchable Adobe pdf format, the Bidder should either type or print legibly. If the pricing information is not legible, that item may not be considered for an award. If a discrepancy exists between the electronic copy searchable Adobe pdf format and the Microsoft Excel format, the Adobe pdf format shall prevail.
e. The Rate Schedule shall be completed and signed by Authorized Signatory, printed name, title and dated. The District reserves the right to utilize the bid "Unit Price without Tariff in USD ($)" alone from the contractor's awarded bid line item, should the tariff become obsolete in the future, without including an additional line item for the difference in unit price between the unit price with tariff and without tariff in the purchase order.
f. Bid on each item separately for accounting purposes. Item(s) may be awarded either "individually," "as a whole," either "as a package," or in "any combination."
g. When the labor cost of a line item is a part of a larger vendor bundled labor price, it should be noted on that line BNDL, and the vendor shall note lines where the bundled labor price is included. Blank lines will not be accepted. Example: Fiber patching is included in the switch installation prices. Include "BNDL" and reference applicable lines.
h. The District reserves the right to correct any calculation errors in the Rate Schedules that affect the total package cost.
   NOTE: No additional charges will be authorized or paid during the subsequent contract agreement period unless originally specified in the bid

Package 1 - (34 sites)

For bidding purposes, Contractor shall use the provided "*Attachment N –Rate Schedule Package 1*" for pricing proposal. It is the winning Contractor's responsibility to validate quantity by conducting site surveys and reviewing the School Asset Inventory List "*Attachment R - School Asset List Package 1*" to ensure accuracy.

Package 2 - (39 sites)

For bidding purposes, Contractor shall use the provided "*Attachment O –Rate Schedule Package2"* for pricing proposal. It is the winning Contractor's responsibility to validate quantity by conducting site surveys and reviewing the School Asset Inventory List "*Attachment S –School Asset List Package 2*" to ensure accuracy.

Package 3 - (37 sites)

For bidding purposes, Contractor shall use the provided "*Attachment P –Rate Schedule Package3"* for pricing proposal. It is the winning Contractor's responsibility to validate quantity by conducting site surveys and reviewing the School Asset Inventory List "*Attachment T –School Asset List Package 3*" to ensure accuracy.

For new multivendor solutions included in the bid response, Contractor shall submit certified interoperability test results from one independent tester e.g. Tolly, Miercom, or equivalent network equipment testing service organizations.

For bidding purposes, all proposals should assume no existing equipment or licenses can be reused except for noted exceptions in Attachment A – Scope of Work Package sections.

Contractor must include an equipment and labor warranty, matching the required term for that equipment category, for any equipment reused as part of the bid.

6. SALES REPORTING

The resulting contract from this event requires that you provide a sales report to the Procurement Services Department for sales received and invoices submitted, unless otherwise notified. Maintaining compliance with the terms of your contract is critical to preserving your eligibility to remain a contract holder and to compete for future contract opportunities.

The following information should be included in the Sales Report:

- LAUSD Contract number
- LAUSD purchase order number
- Providing a part number or SKU,
- The name of the department and or school
- Cost of the item
- Quantify of items

Please remember quarterly sales reports may be audited so the accuracy and completeness of what is reported is important. The more detail you can provide about what was purchased and who purchased it the better. If you have questions regarding what to report on the quarterly sales report, please do not hesitate to contact the contract manager assigned to your contract.

LAUSD Fiscal Quarters	**Period**	**Firm's Sales Reporting Due**
Quarter 1	July 1st – September 30th	November 15th
Quarter 2	October 1st – December 31st	February 15th
Quarter 3	January 1st – March 31st	May 15th
Quarter 4	April 1st – June 30th	August 15th or 30 calendar days following the end of the contract

7. Cyber Clause

New technology that meets the specifications as set forth but not available at the time of award or is so new as to provide the District a benefit to including a new category of this type of equipment under this contract may be added with the following stipulations:

As new models are introduced in the product line, it is understood that the improved or enhanced products may supersede the existing product in both price and performance and yet be essentially similar; any proposed additions or changes to equipment are subject to review and approval by the District.

This solicitation seeks to address the rapid advances in technology by allowing functionally similar or identical model that may be introduced in the future, during the term of the contract, to

be included in the general umbrella of compatible products and are thus specifically included in this solicitation and shall be discounted at the current contract rates set forth.

8. RECALLS

In the event of a recall. All notices should be emailed to michelle.lamar@lausd.net and sent to:

LOS ANGELES UNIFIED SCHOOL DISTRICT
Procurement & Contract Administration Services
333 South Beaudry, 28th Floor
Los Angeles, CA 90017

9. INVOICES AND PAYMENTS

The period of performance will begin on April 1, 2027 utilizing a Billed Entity Applicant **Reimbursement (BEAR) invoicing method.**

All invoices must be submitted electronically to the following email addresses and via the LAUSD Ariba Network system, as needed:

All invoices must be sent to the following address below:

ORIGINAL INVOICES TO:

LOS ANGELES UNIFIED SCHOOL DISTRICT

invoices@lausd.net.

DUPLICATE COPY TO:

LOS ANGELES UNIFIED SCHOOL DISTRICT

INFORMATION TECHNOLOGY SERVICES
ATTENTION: ROBERT GUTIERREZ OR DESIGNATE
333 S. BEAUDRY AVE., 10TH FLOOR
LOS ANGELES, CA 90017
(213) 241-1332

All invoices submitted for payment must include the following:

- Date of Invoice (submission date to the District)
- Dates of Services
- District Contract Number
- Purchase Order Number
- FCC Form 471 application number
- Funding Request Number
- The same firm name for Contractor as shown on the Contract.

Contractor shall submit a separate bill/invoice for each order filled. Late payment by the District shall not constitute a material breach of the Contract. The District shall have the right to withhold payment as a "set off" against amounts due, or that become due, to the District under this Contract and any other contracts between the District and the Contractor.

Contractor will submit invoices in accordance with the Contract and will comply with the rules of the E-Rate Program and FCC Rules and Regulations.

The District shall pay the Contractor the amount of the Contract.
Contractor shall invoice for products and services delivered to the District and invoice the District.

Invoices shall not exceed the value of the Contract.

The District shall pay the Contractor the amount of the Contract in accordance with USAC procedures and FCC funding rules and regulations as follows:

1) Contractor shall invoice for products and services delivered to the District and invoice the District. The invoices shall clearly show the respective percentage or portion of the cost for which the USAC and the District are responsible. Contractor must invoice as directed on the NTP and as discussed below.

   For any changes or substitutions, a service substitution must be submitted, as outlined in the USAC procedures and FCC rules and regulations. Invoices shall not exceed the value of the Contract.

   Upon approval and receipt of the final invoice, any subsequent invoices shall be paid at the discretion of the District. Final invoices must be identified as such in writing. LAUSD acknowledges that applicable law or tariffs may impose requirements for notice to Contractor of any LAUSD objections to invoices.

2) **FCC Form 474 - Service Provider Invoice ("SPI") –** The discount funding awarded by the USAC for the Work will be paid directly by the USAC to Contractor. Prior to submitting SPIs for payment to the USAC, Contractor must submit the invoices to LAUSD for review and approval, or written notice of specific objections thereto, within thirty (30) business days of District's receipt thereof.

   LAUSD acknowledges that applicable law or tariffs may impose requirements for notice to Contractor of any LAUSD objections to invoices. Contractor's invoices must comply with the E-rate program requirements and all other requirements specified in the Contract. Contractor will submit SPIs only for Work already completed. LAUSD shall confirm that Contractor has completed the invoiced Work prior to approving the invoice, either through its Pre-Final Inspection or by other means acceptable to LAUSD in its sole discretion.

   Contractor is solely responsible and liable for compliance with all USAC procedures and requirements pertaining to vendors, including but not limited to USAC requirements for submitting SPIs. Contractor is also solely liable for repayment to the USAC of E-rate discount funding paid improperly as a result of Contractor's failure to follow USAC procedures and requirements and/or improper billing by the Contractor. LAUSD is not liable for a) any delays in payment by the USAC to Contractor except to the extent caused by the District's failure to follow USAC requirements; or b) nonpayment by the USAC to Contractor except to the extent caused by the District's failure to follow USAC requirements, and in each instance to the extent Contactor has complied with Section 35, "Jointly Seek Clarification of E-rate Requirements" below. In the event of non-payment to Contractor by USAC, District shall work with Contractor to dispute the decision by the USAC and to file any necessary documentation. Contractor will not seek payment from the District for nonpayment by the USAC until the USAC provides a final decision and the parties meet to reasonably allocate responsibility for nonpayment. If parties are not able to reasonably allocate responsibility for nonpayment, the parties may pursue remedies available in the Contract.

   The identification in this Contract of certain services as "eligible" or "non-eligible" for E-rate funding is not dispositive, nor does it suggest that this or any other services in this Contract will be deemed eligible for such funding. The Parties will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the USAC website: (https://www.usac.org/e-rate/) This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance

notwithstanding, the final determination of eligibility will be made by the USAC after a review of District's e-rate application for this Contract. Contractor will provide documentation to assist the District in connection with the e-rate application. This assistance will be provided solely on matters relative to the functionality of the services and products which comprise the network or the Work.

Nevertheless, the responsibility for the Form 471, except with respect to information provided by Contractor, is with the District. Contractor is not responsible for the outcome of the USAC's decision on these matters, except with respect to information provided by Contractor.

3) **FCC Form 472 - Billed Entity Applicant Reimbursement ("BEAR")** - The District will verify goods and services from Contractor and corresponding payments prior to filing the Billed Entity Applicant Reimbursement Form ("BEAR Form"). The District submits the BEAR Form to the USAC for reimbursement. The USAC will review the BEAR Form and may contact Contractor or the District for any additional data. Contractor's invoices must comply with the E-rate program requirements and all other requirements specified in the Contract. LAUSD shall confirm that Contractor has completed the invoiced Work prior to approving a BEAR for submission to the USAC, by means acceptable to LAUSD in its sole discretion.

4) Payment by LAUSD. The District shall have the right to determine the method of payment (SPI or BEAR). The District will notify the Contractor of method of payment the District will require at the time of issuance of the NTP.

a) SPI Option –For the E-Rate Work: The Contractor shall submit its invoices to District for review.

Contractor will submit invoices in accordance with the Contract and will comply with the rules of the E-Rate Program and FCC rules and regulations.

b) BEAR Option

If the District decides to fully fund these products and services, the District -shall complete the Billed Entity Applicant Reimbursement (BEAR) FCC Form 472 upon completion of the following:
1) the USAC funds the application, 2) Contractor has delivered the products and services, 3) the District has accepted the products and services, and 4) correct invoices have been submitted by Contractor and paid by the District. The District will submit the FCC Form 472 to the USAC, together with other documentation required by the USAC for reimbursement under BEAR FCC Form 472. Contractor will submit invoices in accordance with the Contract and will comply with the rules of the E-Rate Program and FCC rules and regulations.

c) **Change Orders**: Payment for additional work or extra work as authorized under Change Order(s) may not be submitted until the Contractor has been notified by the District in writing that it has been approved.

D) Payments Reduced or Withheld: The District may at any time reduce or withhold payment under the Contract if, in its opinion, the Contractor is not diligently and efficiently complying with the Contract, if the Contractor fails to make payments for labor and

material used on the project when due, or when the Contractor otherwise is obligated to or indebted to the District.

e) **Substitution of Securities:** In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any monies withheld under this section will be permitted at the request and expense of the Contractor.

*Prior to the start of the contract, the Contractor may contact the District's E-rate Office regarding the invoice format that may be required to facilitate timely payment. A sample of invoicing format may be required from the E-rate Office prior to the start of service. For payment information call: (213) 241-3969, Attn: Christian Ramos.

Notwithstanding the foregoing, the District shall have no liability for the payment of invoices, costs, charges, and/or fees billed by the Contractor and/or its subcontractor(s) for:

A. The discounted portion of E-Rate eligible services and/or products,

B. E-Rate eligible services and/or products not authorized in writing by the District,

C. Costs related to delays by the USAC in reimbursing the Contractor for the discounted portion of E- Rate eligible services and/or products, and

D. Services and products declared ineligible by the USAC, unless otherwise specifically authorized by the Authorized Representative of the District.

Contractor will submit invoices in accordance with the Contract and comply with the rules of the E-Rate Program and FCC rules and regulations

All vendors shall accept orders placed by both District approved purchase orders and P-Cards*. All coinciding invoices submitted for payment must include the District Contract Number and related Purchase Order (P.O.) Numbers, and be under the same firm name as shown on the Purchase Order (P.O.)/Contract.

Only orders that have been completely delivered and accepted shall be invoiced. Partial billing of orders shall not be allowed.

LAUSD vendors have the option to use direct deposit via Electronic Funds Transfer (EFT) to receive payment from the District. To enroll in EFT payment, complete the attached Electronic Funds Transfer Payment Enrollment form (Appendix D). Please email completed signed form to accounts.payable@lausd.net.

Late payment by the District shall not constitute a material breach of any Contract awarded hereunder.

9. INVOICES AND PAYMENTS-continued

In any contract or purchase order awarded, the District will reserve the right to withhold payment as a "set off" against amounts due, or to become due, resulting from any other contracts or purchase orders awarded to the same contractor.

All invoices applicable to this contract must be submitted by the Contractor within 60 days after the end of this contract. Late invoice submittals may result in non-payment.

***PROCUREMENT CARD PURCHASES (P-CARD)**
The P-Card is a District issued MasterCard from U.S. Bank. It is issued to authorized cardholders to simplify purchases and the payment and tracking of those purchases.

The P-Card works like any personal credit card, which is billed monthly to the District. However, the advantage of the P-Card is that vendors are paid directly by U.S. Bank within a few days, while the District pays the bank with a single monthly payment.

Contractors accepting P-Card purchase transactions shall provide a detailed invoice/billing **statement to each requesting office/school site ONLY, unless otherwise requested by an authorized District representative. Contractor shall specify in detail the quantities ordered/delivered, shipped, and unit costs per item on the invoice/billing statement.**

Invoices and billing statements with insufficient information may delay the processing of payment and is not the responsibility of the District.

10. TAXES

The Unit Rate Schedule Section shall exclude all applicable taxes. The District shall pay only the California Sales and Use Tax, and/or the Los Angeles County Uniform Local Sales and Use Tax on the rates (unit costs), when applicable and listed separately on the invoice.

The Federal Excise Tax is not applicable. The District, upon request, shall furnish the Contractor a federal exemption number.

Any new or additional tax not in effect at the time of the bid that becomes effective during the contract period shall be paid by the District, providing that the items/services being provided under this contract are subject to such tax. It is the Contractor's responsibility to notify the District of any applicable changes in taxation categories or rates.

11. AUTHORIZED DISTRICT REPRESENTATIVE

The contract shall be under the direction and subject to the approval of the **Chief Procurement Officer,** or designated representative.

The authorized District representative for this Contract will be:

For Contractual Matters:
Michelle La Mar
Procurement and Contract Administration Branch
TEL: (213) 241-0188
Email: michelle.lamar@lausd.net

For Technical Matters:
Robert Gutierrez or Designate
Information Technology Services
Tel: (213) 241-1332
Email: robert.x.gutierrez@lausd.net

12. MANUFACTURER'S PUBLISHED PRICE LIST(S)

· Bidders must submit a current copy of the manufacturer's published price list(s) as part of their offer. Bids not including a price list(s) may be considered "non- responsive".

· The price list(s) must be the most currently published, with a date within 180 days from the closing date, or later. All future price list(s) and Web site updates must be updated after the contract date, or they will not be accepted. The price list(s) must cover all parts and accessories, within the categories provided by the bidder/manufacturer as indicated in this agreement.

· Upon award of contract, awarded vendor will be required to provide proof of manufacturer's published price list against the discount offered in the bid when requesting individual price quotations.

NOTE: No additional charges will be authorized or paid during the subsequent contract agreement period unless originally specified in the bid.

13. ESTIMATED DISTRICT REQUIREMENTS

The District's actual requirements may vary up to a maximum of 10% of the annual contract value.

The items listed on the Contract and required during the Contract period shall be ordered, for the most part, from the Contractor during such period.

The District reserves the right to purchase from other than the Contractor such items not on hand or readily available to the Contractor, which are urgently needed by the District.

14. ORDER OF PRECEDENCE – SEALED BIDDING

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Rate Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

15. NOTICES, DEMANDS, AND COMMUNICATIONS

Formal notices, demands, and communication to be given hereunder by either party shall be in writing and delivered in person, by U.S. mail, or electronically, and shall be deemed received as of the date of verifiable delivery. "Verifiable delivery" of electronic transmissions shall mean email Delivery Status Notifications and fax Transmit Confirmation Reports or their equivalents. Such notices, demands, or communication directed to the District shall be addressed as indicated below.

Los Angeles Unified School District
Procurement Services Center – Michelle La Mar
333 S Beaudry Ave, 28th Floor
Los Angeles, CA 90017

The Contractor
Signatory cited within the Name and Nature of Bidder's Legal Entity

16. INDEPENDENCE OF BID

Unless Bidder is furnishing a joint bid, by submitting this Bid, Bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.

17. CONTRACT PIGGYBACK PROVISION

For the term of the Contract, and any mutually agreed extension(s) pursuant to this request for bid and subsequent contract, other school districts, community college districts, public corporations or agencies, including any county, city, town or public corporation or agency within the State of California, may purchase item(s) at the same price and upon the same terms and conditions pursuant to Section 20652 and/or 20118 of the Public Contract Code. The District waives it right to require other districts and agencies to draw their warrants in the favor of the District, as provided in said code sections. Acceptance or rejection of this provision will not affect contract awards in this bid.

INDICATE SELECTION

Piggyback Provision is granted: *_____

Piggyback Provision is not granted: _____

***Please note any comments/restrictions related to this agreed upon selection below or attach a separate comment sheet to the bid package.**

THIS SPACE LEFT INTENTIONALLY BLANK.

18. NAME AND NATURE OF BIDDER'S LEGAL ENTITY

The Bidder shall state the name and nature of its legal entity. The Bid shall be signed under the correct firm name by an officer/employee authorized to obligate the Bidder/Contractor.

The Bidder understands and agrees by signing this document that all provisions of this IFB/contract must be complied with, and the District may accept any or all of the Bidder's offer as submitted (unless otherwise stipulated by the Bidder). Execution hereof will constitute a legal and binding Contract upon approval of this offer by the District's Board of Education.

The representative of the Bidder/Contractor who is authorized to contractually obligate and administer this Contract/Agreement and to whom formal notices, demands, and communications shall be given is as follows:

Legal Name of Bidders Firm: _____

Name of CEO/President: _____

Name of Bidder's Parent Company (if applicable): _____

Name of CEO/President: _____

CHECK ONE

Sole Ownership: _____
Partnership: _____
Corporation: _____
Other: _____

Bidder's Signature: _____
Bid not acceptable unless signed by an authorized signor.
Original signature only! Rubber stamp or typed signature not acceptable.

By: _____
(Print Name of Authorized Signor)
Title: _____
(Print Title)
Address: _____

City, State & Zip Code: _____

Telephone: _____

Fax number: _____

E-Mail Address: _____

Dated this _____ **Day of** _____**, 20**_____

FOR DISTRICT USE ONLY
Approval of Contract Award

By: _____ **Contract No.:** _____

Title: _____ **Effective Date:** _____

NOTE: THIS AGREEMENT, OR ANY OF ITS RIGHTS, OBLIGATIONS, TERMS OR CONDITIONS, MAY NOT BE ASSIGNED OR TRANSFERRED BY THE CONTRACTOR WITHOUT THE WRITTEN CONSENT OF THE DISTRICT.

19. CONTRACT AWARD NOTIFICATION

The Bidder must retain a completed copy of their Bid Document in its entirety, as submitted to the District. In the event of an award, the Bid and all Bid Documents shall become the Contract Agreement. The only other document provided to the successful bidder (awardee/contractor) will be the **"Notice of Acceptance of Bid and Award of Contract"** letter that will be sent electronically. Contractors also desiring a hard copy (sent by regular U.S. mail) must advise the buyer, in writing, of their request**.**

All Bidders must provide the following required information: name, address, telephone number, fax number, and business email address of the person designated to receive such notice on behalf of the Bidder (if different from Page 12).

Name of Firm: _____

Name of Contact: _____
(Please Print)

Address: _____

_____
City **State** **Zip Code**

Email Address: _____
(Required)

Telephone: _____

Fax number: _____

THIS SPACE LEFT INTENTIONALLY BLANK.

20. FILING OF PROTESTS

All District procurements shall be conducted in a manner which assures that all prospective contractors are afforded fair and equal consideration in the selection of the successful contractor and award of District contracts in order to preserve and protect the integrity of the procurement process. To that end, any interested party shall have the right to have its complaint considered and resolved administratively by the District in an economical and expeditious manner. "Interested party," as used herein, means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

All protests shall be filed, handled and resolved in a manner consistent with the District's Protest Procedures. The District will respond to each substantive issue raised in the protest. Protests relating to the content of this Invitation for Bid (IFB) document must be filed within ten (10) business days after the date the IFB is first advertised. Protests relating to a recommendation for award solicited by this IFB must be filed by an "interested party" within five (5) business days after the staff's written recommendation and Notice of Intent to Award is issued to the proposing firms. The date of filing shall be the date of receipt of protests by the District.

All protest shall be either emailed to protest@lausd.net or mailed and postmarked to Procurement Services Division, Attention: Chief Procurement Officer, Los Angeles Unified School District, 333 S. Beaudry Avenue, 28th Floor, Los Angeles, CA 90017. No other location shall be acceptable. The protest shall, at a minimum, contain the following

- The name and address of the interested party and its relationship to the procurement;
- Identification of the proposed procurement or contract;
- Substantive description of the nature of the protest;
- Identification of the provision(s) of the solicitation, regulations, or laws upon which the protest is based; and
- All documentation supporting the allegations of the protest;
- Signature of an authorized executive with the authority to bind the company.
- Statement of the specific relief requested;

The Chief Procurement Officer, or designee, shall make a determination on the protest, normally within ten (10) business days from receipt of the protest. The Chief Procurement Officer, or designee, has the authority to make a final determination and the decision shall constitute the District's final administrative remedy.

SECTION II

B. SPECIFIC BID CONDITIONS / CERTIFICATIONS

Compliance with LAUSD Ethics and Integrity Standards

Every Contractor and its Representatives must abide by LAUSD's Contractor Code of Conduct. A "Contractor" is any individual, organization, corporation, sole proprietorship, partnership, non-profit, joint venture, association, or any combination thereof that is pursuing or conducting business with and/or on behalf of LAUSD, including, without limitation, consultants, suppliers, manufacturers, and any other vendors, bidders or proposers. A Contractor's "Representative" is broadly defined to include any subcontractor, employee, agent, or any other entity acting on a Contractor's behalf.

If a Contractor or its Representative is not knowledgeable about the necessary ethical requirements for establishing a business relationship with LAUSD, he or she shall visit the LAUSD Ethics Office website at: https://achieve.lausd.net/ethics, or refer any questions to the designated contracting official. Failure to meet LAUSD's ethics standards and requirements could result in sanctions including, but not limited to, voidance of any current or future contracts. LAUSD reserves the right to disqualify any bid or proposal as non-responsive if this certification is not submitted in whole by the deadline required.

1. ETHICS AGREEMENT

I, THE UNDERSIGNED AFFIRM, UNDER PENALTY OF PERJURY BY THE LAWS OF THE STATE OF CALIFORNIA, THAT I AM AUTHORIZED, AS THE SENIOR EXECUTIVE RESPONSIBLE FOR MY ORGANIZATION'S ETHICAL CONDUCT, TO EXECUTE THIS CERTIFICATION ON BEHALF OF MY ORGANIZATION AND OUR REPRESENTATIVES* AND TO ENSURE THAT EACH AND EVERY REPRESENTATIVE ABIDES BY LAUSD'S ETHICS AND INTEGRITY STANDARDS IN ACCORDANCE WITH LAUSD'S CONTRACTOR CODE OF CONDUCT WHICH I HAVE REVIEWED IN FULL. I DECLARE THAT ALL REPRESENTATIONS MADE IN THIS CERTIFICATION ARE TRUE, CORRECT AND IN GOOD FAITH, AND I COMMIT TO PROVIDING AN UPDATED FORM WITHIN 10 BUSINESS DAYS WHENEVER THERE IS A MATERIAL CHANGE TO THE INFORMATION I HAVE PROVIDED DURING THE TERM OF OUR CONTRACT WITH LAUSD.

** You will need to attach a list of all known representatives who will conduct LAUSD work on your behalf (see Section 7).*

SENIOR EXECUTIVE RESPONSIBLE FOR YOUR ORGANIZATION'S ETHICS AND INTEGRITY:

NAME OF RESPONSIBLE SENIOR OFFICER	POSITION TITLE	PHONE NUMBER

SIGNATURE OF RESPONSIBLE SENIOR OFFICER	DATE	E-MAIL ADDRESS

2. ETHICAL MANAGEMENT (*PLEASE COMPLETE EACH LINE BELOW*):

A.	MY ORGANIZATION TAKES RESPONSIBILITY FOR ENSURING THAT EACH OF OUR REPRESENTATIVES, REGARDLESS OF POSITION, UNDERSTANDS AND COMPLIES WITH THE DUTIES AND REQUIREMENTS OUTLINED IN LAUSD'S CONTRACTOR CODE OF CONDUCT AND FOR ENSURING THAT WE ADHERE TO THE HIGHEST STANDARDS OF HONESTY AND INTEGRITY IN ALL OUR DEALINGS WITH AND/OR ON BEHALF OF LAUSD.	❒ **Yes**	❒ **No**
B.	MY ORGANIZATION HAS AN EFFECTIVE MANAGEMENT PROCESS IN PLACE TO ENSURE THAT THE BEHAVIOR, DECISIONS, AND ACTIONS OF OUR REPRESENTATIVES DEMONSTRATE THE LETTER AND SPIRIT OF LAUSD'S ETHICS AND INTEGRITY STANDARDS IN ALL PHASES OF ANY RELATIONSHIP WITH LAUSD.	❒ **Yes**	❒ **No**
C.	DESCRIBE BRIEFLY THE SCOPE OF YOUR ORGANIZATION'S EFFORTS TO MANAGE FOR AND ASSURE ETHICAL CONDUCT, ATTACH AN ADDITIONAL SHEET OF PAPER IF NECESSARY:		
D.	**BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL EXERCISE CAUTION AT ALL TIMES TO ENSURE THAT OUR CONDUCT AVOIDS EVEN THE APPEARANCE OF IMPROPRIETY OR MISREPRESENTATION. WE WILL BE PROACTIVE IN ASKING QUESTIONS AND SEEK FORMAL GUIDANCE FROM LAUSD WHENEVER THERE IS A DOUBT ABOUT HOW TO PROCEED IN AN ETHICAL MANNER.**	☐	

3. CONTRACTOR RESPONSIBILITY (*PLEASE COMPLETE EACH LINE BELOW*):

For each "No" answer below, attach an additional sheet of paper with the heading "Contractor Responsibility" and provide an explanation that is brief, concise, and to the point which gives: 1) a detailed description of the issue and its cause, 2) the actions taken or being implemented to ensure that the issue will not occur again, 3) the name, position, and contact info for the individual in your organization charged with ensuring the issue will not be repeated, and 4) the impact, if any, the issue will have on the products or services you have proposed to LAUSD for this contract.

A.	MY ORGANIZATION AND OUR REPRESENTATIVES DEMONSTRATE A RECORD OF INTEGRITY AND BUSINESS ETHICS IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, DIRECTIVES AND REGULATIONS AS WELL AS THE POLICIES AND REQUIREMENTS ESTABLISHED BY LAUSD.	❒ **Yes**	❒ **No**
B.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A CRIMINAL INVESTIGATION, INDICTMENT, CONVICTION, JUDGMENT, INJUNCTION, OR A GRANT OF IMMUNITY, INCLUDING PENDING ACTIONS, FOR BRIBERY, EMBEZZLEMENT, EXTORTION, FALSIFICATION, FORGERY, MAKING FALSE STATEMENTS OR, ANY OTHER BUSINESS OR ETHICS RELATED CONDUCT CONSTITUTING A CRIMINAL OFFENSE UNDER FEDERAL, STATE OR LOCAL LAW WITHIN THE LAST SEVEN (7) YEARS.	❒ **Yes**	❒ **No**
C.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A FEDERAL, STATE, LOCAL GOVERNMENT, OR LAUSD SUSPENSION, DEBARMENT, ADMINISTRATIVE AGREEMENT, DENIAL OF CONTRACT AWARD, DECLARATION OF INELIGIBILITY, OR BID REJECTION, INCLUDING PENDING ACTIONS, FOR NON-RESPONSIBILITY WITHIN THE LAST SEVEN (7) YEARS.	❒ **Yes**	❒ **No**
D.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A FEDERAL, STATE, LOCAL GOVERNMENT, OR LAUSD ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE, RESTITUTION, CONTRACT SUSPENSION, OR TERMINATION FOR CAUSE, INCLUDING PENDING ACTIONS WITHIN THE LAST SEVEN (7) YEARS.	❒ **Yes**	❒ **No**
E.	MY ORGANIZATION, INCLUDING ANY SUBSIDIARY OR PREDECESSOR COMPANY OR ENTITY UNDER A DIFFERENT BUSINESS NAME, HAS NOT BEEN THE SUBJECT OF A BANKRUPTCY PROCEEDING, INCLUDING ANY PENDING BANKRUPTCY PROCEEDINGS WITHIN THE PAST SEVEN (7) YEARS.	❒ **Yes**	❒ **No**
F.	MY ORGANIZATION HAS THE FINANCIAL RESOURCES AND MANAGEMENT CAPACITY NECESSARY TO FULFILL THE REQUIREMENTS OF OUR PROPOSED CONTRACT WITH LAUSD.	❒ **Yes**	❒ **No**
G.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT, TO OUR KNOWLEDGE, BEEN THE SUBJECT OF A POOR PERFORMANCE COMPLAINT, CONFLICT OF INTEREST CONCERN, OR OTHER ETHICS INQUIRY AT LAUSD.	❒ **Yes**	❒ **No**
H.	**BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL BE PROACTIVE IN DISCLOSING TO LAUSD ANY ISSUES CONCERNING OUR RESPONSIBILITY, SO THAT THE APPROPRIATE ACTIONS CAN BE TAKEN TO AVOID IMPACT TO THE PRODUCTS OR SERVICES WE WILL DELIVER TO LAUSD.**	☐	

4. CONTRACTING EXCELLENCE (*PLEASE COMPLETE EACH LINE BELOW*):

A.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL MAINTAIN A CONE OF SILENCE AND AVOID ALL PROHIBITED COMMUNICATIONS WITH LAUSD OFFICIALS DURING THE REQUIRED TIMES OF LAUSD'S CONTRACTING PROCESS. WE WILL NOT REQUEST OR ACCEPT – EITHER DIRECTLY OR INDIRECTLY – ANY PROTECTED INFORMATION REGARDING PRESENT OR FUTURE CONTRACTS BEFORE THE INFORMATION IS MADE PUBLICLY AVAILABLE AT THE SAME TIME AND IN THE SAME FORM TO ALL OTHER POTENTIAL BIDDERS.	❒ **Yes**	❒ **No**
B.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL PROTECT THE CONFIDENTIALITY OF ALL INFORMATION GARNERED THROUGH THE CONTRACTING PROCESS AND OUR WORK WITH LAUSD. WE UNDERSTAND THAT USING SUCH INFORMATION, DIRECTLY OR INDIRECTLY, FOR PERSONAL, FINANCIAL OR OTHER PRIVATE INTERESTS IS STRICTLY PROHIBITED.	❒ **Yes**	❒ **No**
C.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT PARTICIPATED IN ANY ASPECT OF DEVELOPING THE SCOPE OF WORK, SOLICITATION DOCUMENTS, TECHNICAL SPECIFICATIONS, EVALUATION CRITERIA, PROCUREMENT CONSIDERATIONS, OR OTHER CONTRACTUAL INSTRUMENTS FOR THIS CONTRACT.	❒ **Yes**	❒ **No**
D.	MY ORGANIZATION AND OUR REPRESENTATIVES KNOW OF NO LAUSD OFFICIAL WITH AN ECONOMIC INTEREST IN OUR ORGANIZATION OR OUR REPRESENTATIVES WHO HAS PARTICIPATED IN ANY ASPECT OF THIS CONTRACT. WE KNOW THAT AN ECONOMIC INTEREST EXISTS WHENEVER AN OFFICIAL, HIS OR HER SPOUSE, AND ANY DEPENDENT CHILDREN HAS A DIRECT OR INDIRECT FINANCIAL INTEREST OR LIABILITY IN EXCESS OF $1000 IN AN ENTITY; HAS RECEIVED INCOME WITHIN THE PAST 12 MONTHS FROM THE ENTITY; HAS SERVED AS AN OFFICER, DIRECTOR, COMMITTEE MEMBER OR AN EMPLOYEE OF THE ENTITY (EVEN IN AN UNPAID CAPACITY); OR HAS RECEIVED A GIFT FROM AN ENTITY OVER LAUSD'S GIFT LIMIT.	❒ **Yes**	❒ **No**
E.	**BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL ABIDE BY ALL THE INTEGRITY REQUIREMENTS OF LAUSD'S CONTRACTING PROCESS. WE WILL BE CAUTIOUS TO AVOID ANY ACTIONS THAT COULD BE SAID TO INTERFERE WITH AN OPEN AND UNIFORM CONTRACTING PROCESS.**	☐	

5. CONFLICTS OF INTEREST (*PLEASE COMPLETE EACH LINE BELOW*):

A.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT BUSINESS WITH OR ON BEHALF OF LAUSD IN A MANNER THAT WOULD BE REASONABLY KNOWN TO CREATE OR LEAD TO A PERCEPTION OF SELF-DEALING.	❒ **Yes**	❒ **No**
B.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT BUSINESS WITH ANY LAUSD OFFICIAL* WHO HAS AN ECONOMIC INTEREST IN OUR ORGANIZATION OR OUR REPRESENTATIVES. WE UNDERSTAND THAT DOING SO COULD VIOLATE GOVERNMENT CODE SECTION 1090 AND RESULT IN A VOID CONTRACT IN WHICH WE MAY OWE RESTITUTION TO LAUSD.	❒ **Yes**	❒ **No**
C.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT MAKE OR PARTICIPATE IN THE MAKING OF LAUSD DECISIONS WHEN OUR PERSONAL FINANCIAL INTERESTS CAN BE AFFECTED.	❒ **Yes**	❒ **No**
D.	MY ORGANIZATION WILL NOT ALLOW ANY OF OUR REPRESENTATIVES TO CONDUCT BUSINESS DIRECTLY WITH ANY LAUSD OFFICIAL WHO IS A CLOSE RELATIVE OR COHABITANT, OR WITH WHOM THERE IS A CLOSE ECONOMIC ASSOCIATION. WE UNDERSTAND THAT ANY TIME THERE IS A CLOSE FAMILY OR PERSONAL RELATIONSHIP INVOLVED BETWEEN OUR REPRESENTATIVES AND AN LAUSD OFFICIAL WHO IS INVOLVED IN THIS WORK OR WHO HAS OVERSIGHT, WE MUST WORK WITH LAUSD TO IMPLEMENT THE NECESSARY SAFEGUARDS.	❒ **Yes**	❒ **No**
E.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT WORK ON BEHALF OF ANOTHER CLIENT ON A MATTER THAT WOULD BE REASONABLY SEEN AS IN CONFLICT WITH WORK PERFORMED FOR LAUSD.	❒ **Yes**	❒ **No**
F.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT BEGIN ANY PROSPECTIVE EMPLOYMENT OR CONSULTING DISCUSSIONS WITH ANY CURRENT LAUSD OFFICIAL WITHOUT IMPLEMENTING THE NECESSARY SAFEGUARDS ESTABLISHED BY STATE LAW AND LAUSD SINCE AN OFFER OF COMPENSATION CAN CREATE A CONFLICT.	❒ **Yes**	❒ **No**
G.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT GIVE ANY GIFTS OR PERSONAL BENEFITS A) TO ANY LAUSD PROCUREMENT OFFICIAL, B) TO ANY LAUSD OFFICIAL IN EXCESS OF LAUSD'S ESTABLISHED GIFT LIMIT, OR C) TO ANY LAUSD OFFICIAL WITHOUT THE REQUIRED DISCLOSURE, IF DISCLOSURE IS REQUIRED.	❒ **Yes**	❒ **No**
H.	**BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL BE PROACTIVE IN DISCLOSING IN WRITING ALL POTENTIAL OR ACTUAL CONFLICTS, ON AN ONGOING BASIS, TO THE LAUSD OFFICIALS DESIGNATED IN THE CODE, SO THAT ANY CONFLICTS CAN BE APPROPRIATELY REMEDIED.**	☐	

** Note that an LAUSD official is broadly defined to include "any board member, employee, consultant or advisory member of LAUSD" who is involved in making recommendations or decisions for LAUSD.*

6. REVOLVING DOOR RESTRICTIONS (*PLEASE COMPLETE EACH LINE BELOW*):

For each "No" answer below, attach an additional sheet of paper with the heading "Revolving Door Restrictions" and provide an explanation that is brief, concise, and to the point which gives: 1) a description of the situation and the full name of the current or former LAUSD official(s) involved, 2) employment dates with LAUSD, 3) LAUSD position title(s) held with department(s) worked, 4) position title(s) held for your organization, 5) a detailed scope of responsibilities and services being performed for your organization, and 6) time period(s) your organization or representatives has compensated the official.		
A. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT LAUSD OFFICIAL TO LOBBY LAUSD, NOR WILL WE COMPENSATE ANY FORMER LAUSD OFFICIAL TO LOBBY LAUSD BEFORE A ONE (1) YEAR PERIOD HAS ELAPSED FROM THAT OFFICIAL'S LAST DATE OF EMPLOYMENT WITH LAUSD. WE UNDERSTAND THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION-MAKING, INCLUDING MARKETING EFFORTS.	❒ **Yes**	❒ **No**
B. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO WORK ON A MATTER THAT THE OFFICIAL HAS BEEN PERSONALLY AND SUBSTANTIALLY INVOLVED WITH IN THE PRECEDING 12 MONTHS.	❒ **Yes**	❒ **No**
C. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO PERFORM ANY SERVICES ON A CONTRACT THAT THE OFFICIAL HAS SUBSTANTIALLY PARTICIPATED IN WITHIN THE PRECEDING TWO (2) YEARS.	❒ **Yes**	❒ **No**
D. MY ORGANIZATION WILL ENSURE THAT ANY REPRESENTATIVE WHO IS CONTRACTED TO ACT IN THE CAPACITY OF AN LAUSD OFFICIAL WILL DISQUALIFY HIMSELF OR HERSELF FROM MAKING ANY GOVERNMENTAL DECISIONS FOR LAUSD RELATING TO A PRIVATE SECTOR INTEREST, INCLUDING MATTERS INVOLVING OUR ORGANIZATION, UNTIL A ONE (1) YEAR PERIOD HAS ELAPSED FROM THE TIME THE INTEREST HAS BEEN DISPOSED OR SEVERED.	❒ **Yes**	❒ **No**
E. DESCRIBE BRIEFLY THE INTERNAL SAFEGUARDS YOUR ORGANIZATION HAS PUT IN PLACE TO PRESERVE LAUSD'S COOLING PERIOD RESTRICTIONS:		
F. **BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL UPHOLD ALL THE PROVISIONS OF LAUSD'S REVOLVING DOOR COOLING PERIOD RESTRICTIONS. WE RESPECT THE NEED FOR PUBLIC AGENCIES TO ENSURE THAT NO UNFAIR COMPETITIVE ADVANTAGE IS EXTENDED DUE TO THE HIRING OF CURRENT OR FORMER PUBLIC OFFICIALS.**	☐	

7. DISCLOSURE OBLIGATIONS (*PLEASE COMPLETE EACH LINE BELOW*):

Disclosure of Your Representatives		
Please attach an additional sheet of paper with the heading "Our Representatives" and provide the following: 1) the full name of all subcontractors, employees, agents and anyone else who will act on your organization's behalf for this LAUSD contract, 2) each individual's position title, and 3) each individual's organizational affiliation.		
Disclosure Relating to Current & Former LAUSD Officials		
For each "No" answer below, attach an additional sheet of paper with the heading "Disclosure Obligations – Current & Former LAUSD Officials" and provide the following: 1) the full name of the current or former LAUSD official(s) involved, 2) the official's employment dates with LAUSD, 3) the official's final three-year history of LAUSD position title(s) held with department(s) worked, 4) position title(s) held for your organization, 5) a detailed scope of the responsibilities and services being performed for your organization, and 6) the time period(s) for which your organization or representative has compensated the official. *Note: Public agencies are exempt from this requirement and may indicate so on their attachment.*		
A. MY ORGANIZATION AND OUR REPRESENTATIVES ARE NOT COMPENSATING ANY CURRENT LAUSD OFFICIALS. WE KNOW THAT AN LAUSD OFFICIAL IS BROADLY DEFINED TO INCLUDE "ANY BOARD MEMBER, EMPLOYEE, CONSULTANT OR ADVISORY MEMBER OF LAUSD" WHO IS INVOLVED IN MAKING RECOMMENDATIONS OR DECISIONS FOR LAUSD.	❒ **Yes**	❒ **No**
B. MY ORGANIZATION AND OUR REPRESENTATIVES ARE NOT COMPENSATING ANY INDIVIDUALS WHO HAVE BEEN FORMER LAUSD OFFICIALS WITHIN THE LAST THREE (3) YEARS.	❒ **Yes**	❒ **No**
For each "No" answer below, attach an additional sheet of paper with the heading "Disclosure Obligations – Other Affiliations" and provide the following: 1) the full name of the LAUSD official(s) involved, 2) the official's current LAUSD position title held and department worked, and 3) the details of the official's relationship or affiliation with your organization or representatives.		
C. MY ORGANIZATION AND OUR REPRESENTATIVES ARE NOT COMPENSATING THE FAMILY MEMBERS OF ANY LAUSD OFFICIALS WHO ARE INVOLVED WITH THIS CONTRACT OR OUR WORK FOR LAUSD.	❒ **Yes**	❒ **No**
D. MY ORGANIZATION AND OUR REPRESENTATIVES HAVE NO KNOWLEDGE OF ANY FORMER EMPLOYEES OF OURS WHO ARE PRESENTLY EMPLOYED BY LAUSD.	❒ **Yes**	❒ **No**

Lobbying Disclosure		
E. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT ENGAGE IN ANY LAUSD LOBBYING ACTIVITIES WITHOUT THE APPROPRIATE REGISTRATION AND DISCLOSURE THROUGH LAUSD'S ETHICS OFFICE WEBSITE https://achieve.lausd.net/ethics. WE UNDERSTAND THAT UNDER LAUSD'S LOBBYING DISCLOSURE CODE, REGISTRATION IS REQUIRED IF WE ARE PAID BY A CLIENT TO LOBBY LAUSD, OR IF WE WILL SPEND MORE THAN $10,000 THIS YEAR TO LOBBY LAUSD ON OUR OWN BEHALF. WE KNOW THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION, INCLUDING MARKETING AND PROMOTIONAL EFFORTS.	❒ **Yes**	❒ **No**

State-Mandated Statement of Economic Interests *(for professional services contracts only)*		
F MY ORGANIZATION AND OUR REPRESENTATIVES WILL ABIDE BY THE FINANCIAL DISCLOSURE REQUIREMENTS OF CALIFORNIA'S POLITICAL REFORM ACT WHICH REQUIRES INDIVIDUAL CONTRACTORS AND THEIR REPRESENTATIVES TO DISCLOSE ECONOMIC INTERESTS THAT COULD BE FORESEEABLY AFFECTED BY THEIR EXERCISE OF CONTRACTUAL DUTIES.	❒ **Yes**	❒ **No**
If the answer is "No" below, attach an additional sheet of paper with the heading "State-Mandated Statement of Economic Interests" and provide the following: 1) the full name of each of your representatives who will make governmental decisions or participate in the making of governmental decisions for LAUSD in this contract, 2) a detailed scope of the responsibilities and services each individual will provide to LAUSD, and 3) a valid e-mail address for each representative. Before a contract is executed, these individuals will have to complete a Statement of Economic Interests which can be downloaded from: https://achieve.lausd.net/ethics **.**		
G. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT BE INVOLVED IN PERFORMING ANY ACTIVITIES OR DECISION-MAKING FOR LAUSD IN THIS CONTRACT SUCH AS: OBLIGATING LAUSD TO A COURSE OF ACTION; APPROVING PLANS, DESIGNS, REPORTS OR STUDIES FOR LAUSD; ADOPTING POLICIES, STANDARDS AND GUIDELINES FOR ANY SUBDIVISION OF LAUSD; AUTHORIZING LAUSD TO ENTER INTO, MODIFY, OR RENEW A CONTRACT; NEGOTIATING ON BEHALF OF LAUSD; ADVISING OR MAKING RECOMMENDATIONS TO LAUSD DECISION-MAKERS; CONDUCTING RESEARCH OF INVESTIGATIONS FOR LAUSD; PREPARING A REPORT OR ANALYSIS THAT REQUIRES AN EXERCISE IN JUDGMENT OR PERFORMING DUTIES SIMILAR TO AN LAUSD STAFF POSITION WHICH IS ALREADY DESIGNATED AS A FILER POSITION IN LAUSD'S CONFLICT OF INTEREST CODE.	❒ **Yes**	❒ **No**
H. **BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL UPHOLD ALL OUR PUBLIC DISCLOSURE OBLIGATIONS WITH LAUSD. WE UNDERSTAND THAT PROVIDING TRANSPARENCY HELPS TO ENSURE GREATER ACCOUNTABILITY AND PUBLIC TRUST.**		

8. TRUST-BUILDING PRACTICES (*PLEASE COMPLETE EACH LINE BELOW*):

A. MY ORGANIZATION AND OUR REPRESENTATIVES WILL ADVISE LAUSD OF ANY CHANGE IN THE OWNERSHIP OR OPERATIONAL AND MANAGERIAL CONTROL OF OUR ORGANIZATION WITHIN 10 BUSINESS DAYS OF SUCH CHANGE.	❒ **Yes**	❒ **No**
B. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT ENGAGE IN POLITICAL SUPPORT AND ACTIVITIES ON LAUSD TIME OR WITH LAUSD RESOURCES UNLESS WE HAVE BEEN RETAINED BY LAUSD TO SPECIFICALLY ENGAGE IN THOSE ACTIVITIES. WE UNDERSTAND THAT LAUSD RESOURCES INCLUDE: TIME, PROPERTY, SUPPLIES, SERVICES, CONSUMABLES, EQUIPMENT, TECHNOLOGY, INTELLECTUAL PROPERTY, AND INFORMATION	❒ **Yes**	❒ **No**
C. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT SUBMIT ANY FALSE CLAIMS FOR PAYMENT TO LAUSD, AND WE WILL NOT MAKE ANY SUBSTITUTION FOR GOODS, SERVICES OR TALENT THAT DO NOT MEET CONTRACT SPECIFICATIONS WITHOUT PRIOR WRITTEN APPROVAL BY LAUSD.	❒ **Yes**	❒ **No**
D. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT USE LAUSD ASSETS AND RESOURCES FOR PURPOSES WHICH DO NOT SUPPORT LAUSD'S WORK. WE UNDERSTAND THAT LAUSD ASSETS INCLUDE: TIME, PROPERTY, SUPPLIES, SERVICES, CONSUMABLES, EQUIPMENT, TECHNOLOGY, INTELLECTUAL PROPERTY, AND INFORMATION.	❒ **Yes**	❒ **No**
E. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT USE LAUSD NAMES AND MARKS, OR SUGGEST ANY LAUSD ENDORSEMENT IN ANY WAY, WITHOUT THE APPROPRIATE WRITTEN LAUSD APPROVAL.	❒ **Yes**	❒ **No**
F MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT LET ANY SUSPECTED VIOLATIONS OF LAUSD'S CONTRACTOR CODE OF CONDUCT GO UNADDRESSED. WE UNDERSTAND THAT GOOD FAITH REPORTING OF SUSPECTED VIOLATIONS TO LAUSD'S OFFICE OF THE INSPECTOR GENERAL IS ENCOURAGED.	❒ **Yes**	❒ **No**
G. **BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL ENSURE ETHICAL AND RESPONSIBLE USE OF PUBLIC TAX DOLLARS FOR MAXIMUM STUDENT BENEFIT BY COMMITTING TO TRUST-BUILDING PRACTICES AND BY PROVIDING EXCELLENCE, HIGH QUALITY, INNOVATION AND COST EFFECTIVENESS IN THE PRODUCTS AND SERVICES WE WILL DELIVER TO LAUSD.**		

To ensure your compliance with LAUSD's disclosure obligations, please verify that all necessary attachments are included.

Thank you for your commitment to helping LAUSD ensure ethical conduct, public integrity and responsible use of scarce tax dollars.

9. CERTIFICATION OF COMPLIANCE WITH THE DISTRICT'S SWEAT-FREE PROCUREMENT POLICY

a. DISTRICT POLICY

It is the policy of the Los Angeles Unified School District (LAUSD) that all products and/or services purchased by the District be manufactured and supplied in compliance with applicable labor and wage laws governing the countries of its origin. For the purposes of establishing a non-poverty wage, the LAUSD uses the definition of non-poverty wages as formulated by the Union of Needletrades, Industrial and Textile Employees (UNITE), utilizing the Department of Health and Human Services' guidelines to determine non-poverty wages domestically. Internationally, the LAUSD recognizes the World Bank's Gross National Income Per Capita Purchasing Power Parity figures to determine comparable wages in other countries. Purchases by the LAUSD will be restricted to only those products and/or services that have been manufactured without the illegal use of "sweatshop" (including exploitive "child," "forced," "convict," and "indentured") labor.

Prior to any award, the LAUSD will require its bidders/contractors to certify adherence to the provisions of the District's Sweat-Free Procurement Policy. This Sweat-Free Procurement Policy includes the following principles/requirements:

- **Safe and healthy working conditions**
- **Prohibition of child labor**
- **Disclosure of manufacturing plant locations**
- **Verification and enforcement mechanisms**
- **Compliance with applicable codes**
- **Penalties for violations**
- **Responsible bidder forms**
- **Non-poverty wage standard (domestic and international)**

Contractors will denote compliance to these provisions by signing a Sweat-Free Procurement Policy certification, which will extend to their subcontractors.

The consequence of any violation by the contractor to the aforementioned laws and provisions may result in action being taken by the District against the contractor. Through Memorandums of Understanding (MOU), information will be exchanged with various government-based investigative agencies. The District will adopt the investigative agency's findings to take appropriate actions against the contractor. The action may include, but is not limited to, agreed upon liquidated damages, contract cancellation, vendor default, and/or vendor debarment.

The LAUSD will continuously educate the vendors to raise their level of awareness about the "sweat-free" procurement policy.

9. CERTIFICATION OF COMPLIANCE WITH THE DISTRICT'S SWEAT-FREE PROCUREMENT POLICY – continued

b. COMPLIANCE CERTIFICATION

(While all Bidders/Contractors, and their subcontractors, are required to comply with all the provisions of this Policy, only the Bidder/Contractor is required to sign this certification statement.)

For any award made under this bid:

1. The Bidder/Contractor and its subcontractors certify that all goods and/or services will be manufactured, supplied, and/or provided in compliance with the applicable labor laws and non-poverty wage standards of the country or countries of origin, **and,**

2. The Bidder/Contractor and its subcontractors will abide by **all** other provisions of the District's Sweat-Free Procurement Policy, as outlined on the previous page (Section II.B, Item #9 a), **and,**

3. Should the District find that the Bidder/Contractor, or any of its subcontractors, is in violation of the aforementioned laws/provisions, the Contractor shall be subjected to the consequences for violation, which may include, but not limited to, agreed upon liquidated damages, contract termination, vendor default, and/or debarment action being taken, **and,**

4. If the Bidder/Contractor is unable to certify to any of the statements in this certification, the Bidder agrees to attach an explanation to its bid.

I hereby certify, under the penalty of perjury, that the above information is true and correct, **and:**

1. That I have read and understand the District's *Sweat Free Procurement Policy* (Item #9 a) which is incorporated and made part of this certification, **and,**

2. That should an award be made, all goods and/or services provided by the Contractor and its subcontractors will be in compliance with the District's Sweat Free Procurement Policy.

Name of Firm: _____

_____ _____

Signature Printed name

_____ Dated this: _____ Day of _____, 20____

Title

Bidder (firm's) Name: _____
Subcontractor/Supplier: _____

10. POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM

Bidder **must** provide the following information for itself and any subcontractor(s) to the bid. This information is required to avoid any conflict of interest regarding the Board of Education Members' ability to take any action regarding approval of any contract awards. Please disclose all information and use additional sheets if necessary.

1. Name of Bidder (Contractor) (Prime)

_____ _____
Principal/Contractor Contact Name and Telephone No.

_____
Partners/Officers/Stockholders

_____
Partners/Officers/Stockholders

_____
Parent Company (if any)

_____
Partners/Officers/Subsidiaries

_____
Subsidiaries (if any)

_____
Partners/Officers Stockholders

_____

2. NAME OF SUBCONTRACTOR NO.1

_____ _____
Principal/Contractor Contact Name and Telephone No.

_____
Partners/Officers/Stockholders

NAME OF SUBCONTRACTOR NO.2

_____ _____
Principal/Contractor Contact Name and Telephone No.

_____
Partners/Officers/Stockholders

NAME OF SUBCONTRACTOR NO. 3

_____ _____
Principal/Contractor Contact Name and Telephone No.

_____
Partners/Officers/Stockholders

10. POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM- continued

A. CONFLICT OF INTEREST

1. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach of this warranty, or violation of any other prohibition in this Article, the District shall have the right to terminate the Contract for failure of Contractor to fulfill its Contract obligations.

2. Contractor agrees that, for the term of the Contract, no member, officer, or employee of the District, or of a local public body during their employment and for one (1) year thereafter, shall have any interest, direct or indirect, in the Contract, or to any benefit arising thereof as prohibited by Government Code § 1090 and 87100.

3. The employment by Contractor of personnel on the payroll of the District for the performance of Work under the Contract will not be permitted, even though such employment may be outside of the employee's regular working hours or on Saturdays, Sundays, holidays, or vacation time. The employment by the Contractor of personnel who have been on the District payroll within one (1) year prior to the date of Contract award, where such employment is caused by and/or dependent upon Contractor securing the Contract or a related Contract with the District, is also prohibited.

4. Neither the Contractor nor its employees nor its Subcontractors or their employees shall give or offer to give any campaign contribution to any member of the District in violation of Government Code Section 84308.

5. The Contractor shall not be permitted to participate in any capacity in Contracts, Subcontracts or proposals (solicited or unsolicited) which may arise from its performance under the Contract and from any solicitations relating to the Project.

B. COVENANT AGAINST CONTINGENT FEES

1. The Contractor warrants that no person or Authorized Representative has been specifically employed or retained to solicit or obtain the Contract in exchange for a contingent fee, except a bona fide employee or Agent. A breach or violation of this warranty shall be considered a breach of Contract pursuant to the Article entitled TERMINATION FOR DEFAULT herein. In addition to any rights and remedies otherwise provided for in the contract, by law, the District may deduct from the Total Contract Price or considerations, or otherwise recover, the full amount of the contingent fee.

2. "Bona fide Agent", as used in this Article, means an established commercial or selling entity that is maintained by the Contractor for the sole purpose of securing business and that neither exerts nor proposes to exert improper influence to solicit or obtain District Contract(s) nor holds itself out as being able to obtain any District Contract(s) through improper influence.

10. POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM- continued

B. COVENANT AGAINST CONTINGENT FEES - continued

3. "Bona fide employee", as used in this Article, means a person who is employed by the Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance and who neither exerts nor proposes to exert improper influence to solicit or obtain District Contract(s) nor holds itself out as being able to obtain any District Contract(s) through improper influence.

4. "Contingent fee", as used in this Article, means any commission, percentage, or other sum that is payable only upon success in securing a District Contract.

5. "Improper influence", as used in this Article, means any influence that induces or tends to induce a District employee, officer, Contractor, Subcontractor, Authorized Representative, or Consultant to give consideration or to act regarding a District Contract on any basis other than the merits of the matter.

I have read and agree to the above Conflict of Interest and Covenant Against Contingent Fees Policies.

Bidder (Company) Name: _____

Print Name: _____ Title: _____

_____ _____

Signature Date

THIS SPACE LEFT INTENTIONALLY BLANK.

11. CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)

The following certification is applicable only to contracts for $25,000 or more that are funded in whole or in part with Federal funds.

By signing this document, the Bidder certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded by any Federal department or agency;

b. Have not**,** within a three-year period preceding this bid, 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;

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph **b.** (above) of this certification; and

d. Have not within a three-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

If the Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to the Bid.

Name of Firm: _____

By: _____
(Signature)

By: _____
(Print Name)

Title: _____

Dated this_____**Day of**_____**, 20**____

SECTION II

C. TECHNICAL AND GENERAL SPECIFICATIONS

SCOPE OF CONTRACT

Contracted items shall be in accordance with all the Terms and Conditions set forth herein; including adherence to the following specifications. The net price bid in the Rate Schedule Section, Section III, must include the following requirements.

GENERAL SPECIFICATIONS

1. DELIVERY REQUIREMENTS AND LOCATIONS

Delivery locations shall be indicated upon issuance of an official purchase order. Refer to the District Site List (Attachments J through L) for the District locations.

2. AVAILABILITY OF MATERIALS

The District may purchase, from any source, essential material for the repair/support of classroom or operational activities for safety concerns and/or to protect District property, when the Contractor does not have the necessary material immediately available to meet delivery requirements.

3. PREFERENTIAL PRICING

During the term of the contract, the District shall be given the benefit of any lower prices which may, for comparable quantity and delivery, be given by the Contractor to any District contracts, other school district, state, county, municipal or local government agency for the products listed herein.

4. PRODUCT SUBSTITUTION/MANUFACTURER'S BRAND CHANGE

This contract does NOT allow for product substitutions without written authorization by an Authorized District Representative. If, during the course of the Contract, there is a manufacturer's brand change, the Contractor/Manufacturer representative shall not automatically substitute product. Contractor shall submit specifications, brochures and/or a sample (upon request), for approval prior to any future shipment.

If the new brand is accepted, all other terms, conditions and prices shall remain in effect. No substitutions shall be made without prior written permission by the District. Contractor will submit a Substitution Request Form to the Owner with applicable manufacturers product data sheets.

5. PERFORMANCE GUARANTEE

The bidder shall provide an original, signed letter of capability to qualify for a bond, from the surety company, to cover the entire submitted contract value for each package. The bonding surety is required to be an admitted surety in the state of California with an A-VII rating or better according to the current report published by the A.M. Best Company. The surety will be contacted to confirm willingness to bond to a particular limit. A letter from the insurance agency is not admissible.

The Contractor shall furnish to the District a Performance Guarantee in the amount equal to the awarded contract value(s) or per project at the time of purchase order issued. The Performance Guarantee may be in the form of a Performance Bond, a cashier's or certified check, or other negotiable instrument approved by the District. The performance guarantee shall remain in place

during the term of the contract. Failure to promptly submit a performance guarantee may result in a default action.

6. INSURANCE REQUIREMENTS

The Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of the Contract, the following insurance coverage from a California authorized insurer with an A minus (A-), VII, or better rating from A.M. Best or be a qualified self-insurer, sufficient to cover claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Contract or either party's use of the Work or any component or part thereof:

a. Commercial Form General Liability Insurance, including both bodily injury and property damage, with limits as follows:

$1,000,000 per occurrence
$ 100,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal and advertisement injury
$3,000,000 general aggregate
$3,000,000 products/completed operation aggregate

b. Business Auto Liability Insurance for owned scheduled, non-owned, or hired automobiles with a combined single limit of no less than $1 million per accident.

c. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Pat B - $1,000,000/$1,000,000/$1,000.000 Employers Liability

d. Errors & Omissions (Professional Liability) coverage, when applicable, with the following limits:

$3,000,000 per claim or wrongful act /$3,000,000 aggregate

e. Contractors Pollution Liability (CPL) which contains the hazardous materials coverage with the minimal limits of $3Million per Occurrence/ $3 Million aggregate. This will apply to any work that causes disturbance to any asbestos and/or lead containing materials.

f. Contractor, upon execution of the Contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day cancellation notice provision. The Commercial General Liability and Business Auto Liability policies of insurance providing the coverages referred to in clauses A and B above shall include the District and the Board of Education of the District as additional insureds. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this Contract at no additional charge to the District.

g. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.

7. FAILURE OF CONTRACTOR TO PROVIDE THE SERVICE/PRODUCTS AS AGREED

If in the opinion of the District, the Contractor at any time during the period of the Contract, fails to properly and satisfactorily perform the service/provide the product(s) called for in the Contract, or otherwise fails or neglects to comply with the terms of the Contract, the District may make arrangements elsewhere for the material/service, or any part thereof, and hold the Contractor responsible for reprocurement costs incurred by the District.

It is specifically provided and agreed that time shall be of the essence in regard to the Contract performance requirement. Unacceptable performance may include but not limited to: late/non-deliveries, partial deliveries, delivery of wrong material, products not meeting specification, giving wrong prices, invoicing problems, etc.

8. LIQUIDATED DAMAGES

The resulting Contract will include milestone-based liquidated damages for Contractor-caused delay in accordance with the Scope of Work, the District-approved project schedule, and Attachments A1-A3-Phasing of Work Milestones. Liquidated damages are intended to compensate the District for damages that are difficult to determine with certainty, including disruption to school operations, extended project administration, delayed network modernization, and impacts to District staff, students, and school sites. Liquidated damages shall not apply to delays caused solely by the District, District-approved changes, force majeure events, or other excusable delays approved by the District in writing.

9. INTENTIONALLY BLANK

10. SAFETY

Contractor's representatives entering on district property shall follow below safety procedures.

A. Basic safety equipment and procedures are required while working on or around any district schools or offices. All vehicles, machinery, tools and equipment shall be in good working condition, and used in a safe manner. Such equipment shall meet all requirements of applicable ordinances and laws including California occupational safety and health administration (CAL-OSHA) requirements.

B. All employees are required to wear protective equipment including, but not limited to, respirators, eye protection, gloves, and any other personal protective equipment (ppe) requirements mandated by CAL-OSHA requirements.

C. Unless otherwise specified in the LAUSD school repair safety standards and/or the contractor's safety standards,contractors shall comply with all applicable provisions of the most current federal, state, and local laws, ordinances, codes, regulations. the District's most current Specifications and other contract document criteria pertaining to or affecting safety and health, including but not limited to the CAL/OSHA, safety orders (California code of regulations, title 8 and title 29 of code of federal regulations (29 CFR)). In all cases the most stringent safety rules, policies, procedures and/or standards will applyregardless of source.

D. All contractors must adhere to current, applicable, public health orders as issued by the state of California and the Los Angeles County Department of Public health.

E. Contractor's representatives operating vehicles on district property shall use extreme caution at all times -maximum speed is 5 m.p.h.

F. Any vehicles operated by the Contractor or their subcontractor shall be maintained in accordance with California Highway Patrol (C.H.P.) regulations. Any vehicle that develops leak while on a District premises shall not return onto District property until repaired. The Contractor is responsible to have oil residue and stains removed from the District property immediately and the affected area made safe, without cost to the District.

11. BIDDER REQUIREMENT

a. Below requirement applies to all District projects at all District sites regardless of the installation date of the building and/or building occupant's age.

b. Bidder must have a valid USEPA Lead-Safe Renovator Firm Certificate.

c. Firms cannot advertise or perform renovation activities covered by RRP Rule without firm certification. Copies of the Firm RRP certification must be submitted at the time of bid submittal.

d. Firms that are paid to perform work that disturb paint must be certified. This includes all firms, even sole proprietorships. Firms covered under this requirement are General Contractors, sub-contractors, and Special trade contractors, including but not limited to painters, plumbers, carpenters, electricians, window installers and replacers, telecommunication , remodeling, and repair/maintenance firms.

12. GENERAL REQUIREMENT

a. Below requirement applies to all District projects at all District sites regardless of the installation date of the building and/or building occupant's age.

b. Contractor (Firm) performing lead-related construction work must possess a current US EPA Lead-Safe Renovator Firm training completion certificate and provide a copy of the USEPA Lead-Safe Renovator Firm Certificate. The certificate must be submitted prior to starting work.

c. Each laborer/journeyperson level worker performing lead-related construction work must possess a current USEPA Lead Renovation, Repair and Paint ("RRP") Rule training completion certificate and provide a copy the USEPA Lead Renovation, Repair and Paint ("RRP") Rule Certificate. The certificate must be submitted prior to starting work.

d. RRP Right To Renovate Pamphlets and Pre-Renovation forms will be provided for each school package and will be signed by each school principal. RRP forms will be posted at each site prior to the installation start.

13. ASSIGNMENT/FINANCING

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, including the right to receive payment, burdens, duties, or obligations without the prior written

consent of the District and the surety on the Contract bonds (if applicable). The District's standard assignment form shall be used for any assignment requested by the Contractor and granted by the District.

The District will not sign any documents in connection with assignments or financing other than the District's standard form for **"Assignment of Contract Money"** or **"Assignment of Rights and Delegation of Duties on Contract"** which is available from the District's **Procurement Services Center office located at: 8525 Rex Road, Pico Rivera, CA 90660.**

14. MANUFACTURER'S WARRANTY

Contractor warrants that goods and services furnished hereunder will conform to the requirements of this contract (including all descriptions, specifications, and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the District, free from defects in design. The District's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.

All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, customer agencies, and users of the goods or services.

15. RESERVED

16. AUTHORIZED DEALER

The contractor, if other than the manufacturer, shall be an authorized dealer and must provide written authorization/verification with the bid.

17. RESERVED

18. PERMITS AND LICENSES

All work shall comply with the needs of the District. The Contractor and all their employees and/or Subcontractor(s) shall secure and maintain in force such permits, licenses, certificates and other documents as are required by State, County, City or other governmental or regulatory bodies to legally engage in and perform the services to be provided under the Agreement. Specifically, the Contractor shall observe and comply with the Department of Health Services, CAL/OSHA, South Coast Air Quality Management District, State and Federal Environmental Regulations, Fire Codes and all other applicable laws, ordinances, and regulations in their operations. The Contractor shall notify the District of any suspension, termination, lapses, non-renewal, or restriction of required licenses, certificates or other documents that may cause for the termination of the contract.

19. NON SPECIFICALLY PRICED (NSP) ITEMS

The District reserves the right to purchase from the Contractor items/products not listed specifically in this bid but listed in the submitted Manufacturer's Price Book. Such items shall be made available and given discounts. Pricing shall be provided on an "individualized quotation basis" per project, and shall not exceed the prevailing State competitive bid limit at the time of issuance of the purchase order. The offered discount shall not affect the basis of award. State the percentage discount for NSP items on the Rate Schedule.

NSP Discount: _____%

20. FINGERPRINTING

a. The Contractor shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

1. Require all current and subsequent employees or agents of Contractor or of any subcontractor who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CADOJ").

2. Prohibit employees or agents of Contractor or of any subcontractor who may come into contact with pupils from entering any school site until the CADOJ has ascertained that the employee has not been convicted of a serious or violent felony as defined in California Education Code Section 45122.1, and California Penal Code Sections 667.5 and 1192.7 ("serious or violent felonies").

3. Certify in writing, using the District's fingerprinting certification form (available at the District's Office of Risk Management and Insurance Services (ORMIS) website) to the District that none of (i) the Contractor, (ii) any subcontractor, or (iii) any employee or agent of Contractor or any subcontractor, in each case, who may enter a school site during the time that pupils are present have been convicted of a violent or serious felony and provide such certification to the District's Office of Risk Management and Insurance Services (ORMIS) Serious and violent felonies are defined in California Penal Code Sections 667.5 and 1192.7.

4. Provide a list of the names of employees and agents of Contractor and any subcontractor who may have contact with pupils to the District's Office of Risk Management and Insurance Services. This list shall be updated for Contractor and subcontractor employee and agent changes and shall list Contractor and subcontractor employees and agents by appropriate school site.

5. The District may require the Contractor and subcontractor and their respective employees and agents who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion.

b. Alternatively, and with prior notice to District on a case by case basis, Contractor may provide continual supervision and monitoring of all employees and agents of Contractor and Contractor's subcontractors by an employee of Contractor whom the CADOJ has ascertained has not been convicted of a violent or serious felony. If District elects to require this supervision, Contractor shall supply the supervision at no additional cost to District. If Contractor does not provide such continual supervision and monitoring, Contractor shall comply with subsection 20.a.

c. Contractor shall remove immediately from District property any employee or agent (including employees or agents of its subcontractors) who has been arrested or convicted of any serious or violent felony.

21. -Reserved

D. PRODUCT SPECIFICATIONS

FOR TECHNICAL AND PRODUCT SPECIFICATIONS REFER TO ATTACHMENTS "A" THROUGH EXHIBIT "A" IN SEPARATE ELECTRONIC ATTACHMENTS. IT IS THE RESPONSIBILITY OF EACH BIDDER TO ACQUIRE THE ELECTRONIC COPIES CONTAINING THE ATTACHMENTS AS LISTED BELOW.

SECTION **DESCRIPTION**

1. Attachment A – Scope of Work (this document takes precedence in the event of a conflict with any other specifications)
2. Attachment B - LAUSD Safety Standards
3. Attachment C – Procedure for Asset Forms Workbook No G-AM-0002
4. Attachment D – 27_1018 Local_Area_Network_(LAN)_Systems for_Instructional_Locations_and_Small-Medium_Office_Locations_230203
5. Attachment E – 27 0127_Quality_Assurance_Test_and_Acceptance_220531
6. Attachment F – 27_1017_Wireless_Local_Area_Network_(WLAN)_Systems_230203

7. Attachment J –School List Package 1
8. Attachment K –School List Package 2
9. Attachment L –School List Package 3
10. Attachment N –Rate Schedule Package 1
11. Attachment O –Rate Schedule Package 2
12. Attachment P –Rate Schedule Package 3
13. Attachment R –School Asset List Package 1
14. Attachment S –School Asset List Package 2
15. Attachment T –School Asset List Package 3
16. Attachment V – Configuration Integration Task List
17. Attachment W – School Network Diagram
18. Reserved
19. Attachment Z – IT Asset Inventory Workbook
20. Attachment AA – 02_2600 Abatement of Hazardous Materials
21. Attachment AF – 2026 Work Procedures
22. Attachment AG - Right to Renovate Pamphlets RRP
23. Attachment AH - Pre-Renovation Form
24. Attachment AJ - RFC Template
25. Attachment AK - Substitution Form
26. Attachment A1-A3 - Phasing_of_Work Milestones
27. Attachment AO - 14.05 Environmental Procedures 07222022
28. Attachment AW - 02_8333_Lead_Abatement Lead_Related_ Const_Work_230817

29. Attachment BA – LAUSD Project Banner
30. Exhibit A- Project Completion Schedule

I (We), _____, acknowledge that these attachments A through exhibit A as listed were provided via the LAUSD website and by submitting a bid, I am certifying that I (We) have read and understood the scope and requirements as provided within said attachments

Authorized Signature: _____ **Date:** _____

Name: _____

Title: _____

INTENTIONALLY LEFT BLANK.

SECTION II

E. BIDDER QUESTIONNAIRE

TO THE BIDDER:
The following questionnaire is a part of the complete bid and must be submitted as such. The information provided therein will be used solely for evaluating the qualifications of the Bidder to satisfactorily perform the contractual terms and conditions set forth. This questionnaire must be filled out accurately, completely and submitted with the bid. Any error, omissions or fraudulent information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any subsequent agreement executed as a result of the bid or bids involved.

1. BIDDER'S FACILITY – Attach listing if more than one (1) location.

Name: _____

Address: _____

_____

Telephone: _____

Web Site: _____

2. EXPERIENCE
Number of years' experience in providing this type of product: _____**years.**

Number of years in business: _____**years.**

3. REFERENCES
List at least three (3) references of major clients for contracted product/service like those to be provided. Include firm's name, location, telephone and contact person.

a. Firm's Name: _____

Address: _____

Contact Person: _____ **Telephone:** _____

E-Mail Address: _____

b. Firm's Name: _____

Address: _____

Contact Person: _____ **Telephone:** _____

E-Mail Address: _____

c. Firm's Name: _____

Address: _____

Contact Person: _____ **Telephone:** _____

E-Mail Address: _____

4. **BIDDER QUALIFICATIONS**
   Provide, **(include with bid)** sufficient information regarding your firm's qualifications to provide for the District's product/service needs. You may include supporting literature and attachments which the District may use to establish the responsibility and capacity of your firm to meet District requirements.

5. **MATERIAL SAFETY DATA SHEET, IF APPLICABLE**
   The Bidder must submit **(include with bid)** a material safety data sheet for each type of chemical used. The MSDS must be approved by the District's Environmental Health and Safety Branch before an award may be made.

6. **SUBMITTAL/PROOF OF INSURANCE**
   Provide (**include with bid)** evidence of insurance in compliance with insurance requirements indicated in the Technical Specifications (see Section II C, Item #6).

7. **SUBMITTAL OF MANUFACTURING PLANT LOCATIONS**
   In accordance with the District's Sweat-Free Procurement Policy, Bidders must disclose the manufacturing plant locations for the items they bid. It is required whether or not the Bidder is a manufacturer. Provide (include with bid) the following information for each item bid and attach additional sheets if needed:

Line Item #(s): _____
Manufacturer: _____
Address: _____
City, State, Country: _____
Phone number: _____

Line Item #(s): _____
Manufacturer: _____
Address: _____
City, State, Country: _____
Phone number: _____

Line Item #(s): _____
Manufacturer: _____
Address: _____
City, State, Country: _____
Phone number: _____

8. MINIMUM BIDDER QUALIFICATIONS

Bidders not meeting the minimum qualifications, as listed below, shall be ruled non-responsive.

a. Bidder must submit a copy of a letter from the manufacturer certifying that the Bidder is an authorized distributor and/or reseller providing services as listed in the bid requirements.

b. Bidder must have a valid Service Provider Identification Number (SPIN) through the Universal Service Administrative Company. (The SPIN must be valid for the full term of the contract.)

c. Bidder must have a minimum of three (3) years of previous involvement in E-rate procedures, forms, and processes.

d. Bidder must submit complete rate schedules that are in conformance with Attachment A, Scope of Work.

(b) Bidder must possess and provide proof of CSLB California Contractor's License for all parties required by the Scope of Work.

e. Bidder must possess a valid USEPA RRP certification as required by the Scope of Work.

f. Bidder must not have been terminated for cause/default on work for any school district or other public agency in the United States.

g. Work performed by Bidder under its current license or under other licenses through other entities, including a joint venture (Bidder in any of its forms"), must not have defaulted on a contract within the past five (5) years.

h. Bidder shall acknowledge acceptance to the entire District E-rate Terms and Conditions set forth in this IFB.

i. Bidder shall not be **"Red-Lighted"** by the Federal Communications Commission (FCC) and a screen print from the FCC website shall be submitted validating **"Green Light"** status from https://apps.fcc.gov/cores/userLogin.do.

j. Bidder shall have been in the business of supplying and installing local area networks (LANs) and wireless LAN for at least five (5) years.

k. Bidder shall have qualified staff to perform the duties listed in Attachment A, Scope of Work. Bidder shall provide key personnel to fulfill the roles of a "Core Crew", as referenced in Section II.E.9, Bidder's Project Personnel. The Bidder must possess the required personnel and staffing to deliver the services and products for the specified period of performance dates for each awarded package(s). Core Crew are required to be dedicated full-time positions for the duration of the contract.

l. Bidder must be currently safety prequalified with the District or, at a minimum, have submitted their prequalification questionnaire prior to the time of bid opening. Bidders shall not be awarded a contract until successfully completing the safety prequalification process, which must be completed within 30 days of the bid opening. Please be advised that submission of a prequalification questionnaire does not guarantee prequalification approval. Go to the District

website at https://lausd.qualitybidders.com/ for the Contractor Safety Prequalification Questionnaire Email questions to: prequalification@laschools.org.

m. Bidder shall certify compliance to FCC rules for Lowest Corresponding Price Rule ("LCP Rule"), 47 CFR § 54.511(b).

n. Bidder must certify that its bid does not contain 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 the FCC rules. See https://www.usac.org/about/reports-orders/supply-chain/.

o. The Bidder must not have been disqualified, debarred, forbidden, or found non-responsible, or otherwise prohibited, from performing work for and/or bidding on work for any school district or other public agency within the United States.

p. Verification. The District conducts due diligence to verify Bidders' responsibility. The District will evaluate each potential Bidder's ability to meet the following qualifications. The District may use the completed Certification Questionnaire, each Bidder's financial information, and any and all additional information obtained by the District to verify Bidders responsibility.

q. Business History. The Bidder must have a history of having continuously been in business, under the same license as a provider of the type of Work required of the Contract for five (5) years.

r. Litigation History. The District will consider whether the Bidder is currently involved in litigation or has a history of excessive claims against it that would substantially affect performance on District project(s). The District reserves the right to issue a "Stop Work Notice" to the successful Bidder, if the Bidder becomes involved in a litigation that the District deems will substantially impact performance of an existing project(s).

s. Insurability. The Bidder must sufficiently show its ability to meet the insurance requirements and hold insurance as indicated herein.

t. Violations of Regulations or Laws. The District will consider whether the Bidder in any of its forms has been assessed any penalties or is currently under investigation for non-compliance with federal labor laws or regulations, state labor laws or regulations, apprenticeship laws, or state public contract laws or regulations, including public bidding requirements that would substantially affect performance on District project(s).

u. Financial Strength. The District will consider the Bidder's financial strength to undertake this Project.

v. Project References. The District will consider past project (and correct) references for projects of similar size, scope, and complexity with a contract value of at least $5 million to determine whether the Bidder demonstrated: capable, effective, and efficient past performance; compliance with the terms and conditions of projects; a record of providing the range of services and products described in this IFB; appropriate technical skills, experience, and resources to undertake a project of this size and complexity; the ability to meet schedule milestones; quality standards, and the financial/accounting capabilities of handling a project this size. The Bidder must submit a minimum of three (3) project reference per District bid package. Bidders should not submit the same project reference for multiple bid packages.

w. Capacity of Bidder. The Bidder must possess the required personnel and staffing to deliver the services and products described in this IFB. The Bidder must provide staff that will be fully dedicated to the contract. The Bidder should not plan on using existing staff on current District projects, which may negatively impact the performance of the existing or proposed projects. The Bidder shall submit a project staffing plan and a resource loaded Gantt chart/project schedule for each proposed project indicating which personnel resources (with percentage of time allocations) will be utilized to complete all project tasks, milestones, and deliverables. The submitted Gantt chart should identify all delivery team personnel resources (including any sub-contractors). The District will not accept project schedules showing any over-allocated personnel resources.

The Bidder must disclose if it has current contracts with the District and certify that staffing of these contracts will not substantially affect performance on District project(s). If the Bidder has current contracts with the District, the Bidder must submit the contact information for the District's project manager(s).

BIDDER QUALIFICATION/INFORMATION CERTIFICATION

Each prospective Bidder must be currently licensed and must submit the following information to establish its qualifications to compete and qualify for an award of contract under this IFB.

1. BIDDER'S INFORMATION

Firm name: _____
Address: _____
Telephone: _____ Fax: _____
Mobile: _____ E-mail: _____
By: _____ Date: _____
(Name of individual completing statement)

Years in business as a contractor: _____
Types of work performed with own forces: _____
Years in business under current firm name: _____
Years at the above address: _____

2. CURRENT ORGANIZATION AND STRUCTURE OF THE BUSINESS

a. For Firms That Are Corporations:

(1) Name of Corporation: _____
(2) Date incorporated: _____
(3) Type of corporation (e.g., S Corp., C. Corp, LLC, etc.): _____
(4) Under the laws of what state: _____
(5) Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent (10%) of the corporation's stock. Attach all additional references and/or information on separate signed sheets.

Name	Position	Years with Co.	% Ownership

b. For Firms That Are Partnerships:

(1) Name(s) of Partnership: _____
(2) Date of formation: _____
(3) Type of partnership (e.g., general, limited, etc.): _____
(4) Under the laws of what state: _____
(5) Provide all the following information for each partner who owns ten percent (10%) or more of the firm. Attached all additional references and/or information on separate signed sheets.

Name	Position	Years with Co.	% Ownership

2. CURRENT ORGANIZATION AND STRUCTURE OF THE BUSINESS- continued

c. For Firms That Are Sole Proprietorships:

(1) Name of Sole Proprietorship: _____
(2) Date of commencement of business: _____
(3) Social Security number of company owner: _____

d. For Firms That Intend to Make a Bid as Part of a Joint Venture:

(1) Name of Joint Venture: _____
(2) Date of commencement of joint venture: _____
(3) Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects. Attached all additional references and/or information on separate signed sheets.

Name of Firm	% Ownership of Joint Venture

3. ASSOCIATED FIRMS

Identify every firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the past five (5) years. Attach all additional references and/or information on separate signed sheets. NOTE: For this question, "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

Person's Name	Firm Name	Firm's Licensure	Dates of Person's Participation with Company

4. HISTORY OF THE BUSINESS AND ORGANIZATIONAL PERFORMANCE

a. Has there been any change in ownership of the firm at any time during the past three years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.
□ Yes □ No If "yes," explain on a separate signed sheet.

b. Is the firm a subsidiary, parent, holding company or affiliate of another firm?
NOTE: Include information about other firms if one firm owns 50 percent (50%) or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.
□ Yes □ No If "yes," explain on a separate signed sheet.

c. Are any corporate officers, partners or owners connected to any other firms?
NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.
□ Yes □ No If "yes," explain on a separate signed sheet.

5. QUALIFICATIONS/CERTIFICATIONS

In addition to the documentation you provide, the District will also perform due diligence to verify the qualifications.

a. Did your firm submit a valid Service Provider Identification Number (SPIN) through the Universal Service Administrative Company. (The SPIN must be valid for the full term of the contract.)?

□ Yes If yes, provide documentation to verify.
□ No If "No," stop now. You cannot compete and qualify for an award of contract under this IFB.

b. Does your firm have a minimum of three (3) years of previous involvement in E-rate procedures, forms, and processes?

□ Yes If yes, provide documentation to verify.
□ No If "No," stop now. You cannot compete and qualify for an award of contract under this IFB.

c. Has the bidder, at a minimum, have submitted their prequalification questionnaire prior to bid opening?

□ Yes If yes, provide documentation to verify.
□ No If "No," stop now. You cannot compete and qualify for an award of contract under this IFB.

d. Does the bidder certify that its bid does not contain any equipment or services produced or provided by companies, their affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by the FCC rules?

□ Yes If yes, provide documentation to verify.
□ No If "No," stop now. You cannot compete and qualify for an award of contract under this IFB.

e. Has the bidder been validated with a "green light" status by the Federal Communications Commission (FCC)?

□ Yes If yes, provide documentation to verify.
□ No If "No," stop now. You cannot compete and qualify for an award of contract under this IFB.

f. Has your firm submitted complete disclosure of any civil litigation, settlement, arbitration, or proceeding to which it is a party and which is pending or was concluded within one year from the date of this IFB?

□ Yes If yes, provide documentation to verify.
□ No If "No," stop now. You cannot compete and qualify for an award of contract under this IFB.

g. Has your firm submitted complete rate schedules that are in conformance with Attachment A, Scope of Work?

□ Yes If yes, provide documentation to verify.
□ No If "No," stop now. You cannot compete and qualify for an award of contract under this IFB.

h. Bidder possesses California Contractor's License for all parties as required by the Scope of Work.
□ Yes If yes, provide documentation to verify.
□ No If "No," stop now. You cannot compete and qualify for an award of contract under this IFB.

i. Bidder possesses a valid USEPA RRP certification as required by the Scope of Work.
□ Yes If yes, provide documentation to verify.
□ No If "No," stop now. You cannot compete and qualify for an award of contract under this IFB.

j. Under the Bidder's current license, or under other licenses through other entities, including a joint venture (Bidder in any of its forms), the Bidder has not defaulted on a contract within the past (5) years.
□ Yes If yes, provide documentation to verify.
□ No If "No," stop now. You cannot compete and qualify for an award of contract under this IFB.

k. The Bidder acknowledges acceptance to the entire District E-Rate Terms and Conditions set forth in this IFB.
□ Yes If yes, provide documentation to verify.
□ No If "No," stop now. You cannot compete and qualify for an award of contract under this IFB.

l. Bidder shall certifies compliance to FCC rules for Lowest Corresponding Price Rule ("LCP Rule"), 47 CFR § 54.511(b).
□ Yes If yes, provide documentation to verify.
□ No If "No," stop now. You cannot compete and qualify for an award of contract under this IFB.

m. Has your firm and/or any firm identified in Questions 1, 2, 3, and/or 4 ever been disqualified, debarred, forbidden, or found non-responsible, or otherwise prohibited, from performing work for and/or bidding on work for any school district or other public agency within the United States?
□ Yes If "yes," stop now. You cannot compete and qualify for an award of contract under this IFB.
□ No If no, provide documentation to verify.

n. Has your firm and/or any firm identified in Questions 1, 2, 3, and/or 4 ever been terminated for cause/default by any school district or other public agency on any project for any school district or other public agency within the United States?
□ Yes If "yes," stop now. You cannot compete and qualify for an award of contract under this IFB.
□ No If no, provide documentation to verify.

o. State if your firm has been in the business of supplying and installing local area networks (LANs) and wireless LAN for at least five (5) years .
□ Yes If yes, provide documentation to verify.
□ No If "no," stop now. You cannot compete and qualify for an award of contract under this IFB.

p. State if your firm is an authorized distributor of all submitted manufacturers' products.
□ Yes If yes, provide documentation to verify.
□ No If "no," stop now. You cannot compete and qualify for an award of contract under this IFB.

q. State if your firm and/or any firm identified in Questions 1, 2, 3, and/or 4 possess the qualified staff/personnel as indicated in Attachment A, Scope of Work.
□ Yes If yes, provide documentation to verify (i.e. resumes, certifications, etc).
□ No If "no," stop now. You cannot compete and qualify for an award of contract under this IFB.

r. State if your firm possesses the required performance bonding capacity as indicated in Section II.C #6.
□ Yes If yes, provide documentation to verify.
□ No If "no," stop now. You cannot compete and qualify for an award of contract under this IFB.

s. If this is a team, has your multi-firm firm submitted an organizational plan that details the roles and responsibilities of each team member? If the proposal is being submitted as a Joint Venture, a copy of the Joint Venture Agreement (JVA) shall be submitted with the proposal.
□ Yes If yes, provide documentation to verify.
□ No If "No," stop now. You cannot compete and qualify for an award of contract under this IFB.
□ N/A

t. Is your firm qualified to receive the contract award based on the following factors?

(1) Business History: State if your firm has continuously been in business, under the same license as a provider of the type of Work required of the Contract for 5 years.
□ Yes If yes, provide documentation to verify.
□ No If "no," stop now. You cannot compete and qualify for an award of contract under this IFB.

(2) Litigation History: State if your firm is currently involved in litigation or has a history of excessive claims against it that would substantially affect performance on District project(s).
□ Yes If yes, stop now. You cannot compete and qualify for an award of contract under this IFB.
□ No If "no," provide documentation to verify.

(3) Insurability: State if your firm has the ability to meet the insurance requirements and hold insurance as indicated in this IFB.
□ Yes If yes, provide documentation to verify.
□ No If "no," stop now. You cannot compete and qualify for an award of contract under this IFB.

(4) Violations of Regulations or Laws: State if your firm has been assessed any penalties or is currently under investigation for non-compliance with federal labor laws or regulations, state labor laws or regulations, apprenticeship laws, or state public contract laws or regulations, including public bidding requirements that would substantially affect performance on District project(s).
□ Yes If yes, stop now. You cannot compete and qualify for an award of contract under this IFB.
□ No If "no," provide documentation to verify.

(5) Financial Strength: State if your firm has the financial ability to undertake this Project. The District will also review your firm's Dun & Bradstreet score to verify

financial strength. D&B Scores will be confirmed within 5 business days of submittal date.

(6) Project References: State if your firm has successfully completed a minimum of three projects of similar size, scope, and complexity with a contract value of at least $5 million to demonstrate: capable, effective, and efficient past performance; compliance with the terms and conditions of projects; successful record of providing the range of services and products described in this IFB; appropriate technical skills, experience, and resources to undertake a project of this size and complexity; the ability to meet schedule milestones; and financial/accounting capabilities of handling a project this size.

□ Yes If yes, provide documentation to verify (i.e. references, resumes, certifications, etc).
For each project reference:
-What were the original project scope, schedule, and budget?
-What were the final project scope, schedule, and budget? If there were any variances from the original plans, provide the rationale.

□ No If "no," stop now. You cannot compete and qualify for an award of contract under this IFB.

(7) Capacity of Bidder: State if your firm has the required personnel and staffing to provide the services and products described in this IFB, that the staff will be fully dedicated to the contract, and that staffing of current contracts with the District will not substantially affect performance on District project(s).

□ Yes If yes, provide documentation to verify (organizational charts with names, position titles, roles, number of staff, etc. for this bid as well as current contracts with the District, if applicable).

□ No If "no," stop now. You cannot compete and qualify for an award of contract under this IFB.

6. CONTRACTOR'S LICENSES

a. The Bidder shall maintain valid certifications for the term of the contract. Should the District choose to exercise the contract extension options, these certifications shall remain current and valid throughout the extended term(s) of the contract. These certifications shall be made available by the Contractor to the District upon request throughout the duration of the contract. The Vendor shall submit and maintain a valid "C-7" Electrical Contractors license for the term of the contract. Should the District choose to exercise the contract extension options, these license shall remain current and valid throughout the extended term(s) of the contract. The license shall be made available by the Vendor to the District upon request throughout the duration of the contract. The Vendor may also submit and maintain a valid "B" General Building Contractor license for the term of the contract if their sub-contractor has a valid "C-7" Electrical Contractors license.

Please list all applicable licenses, certifications, and/or permits held by Bidder, their joint partners or subcontractors.

_____

_____

_____

_____

_____

_____

7. ALL PROJECT REFERENCES

List ***all*** projects in which the Bidder has participated during the past five (5) years for supplying and installing local area networks and three (3) years for supplying and installing network equipment technologies. In addition, Bidder may list all LAUSD projects identify all of these projects of equal scope to the scenarios described in Attachment "A" (Scope of Work).

Please use additional signed sheets when needed to explain or clarify any response or to include more responses with all requested information.

a. **Project Name/Identification**:

(1) Project owner: _____

(2) Project designer/engineer/architect (name, e-mail, and telephone number for District reference): _____

(3) Project description: _____

(4) Project address/location: _____

(5) Original completion date: _____

(6) Date completed: _____

(7) Initial contract value (as of time of bid award): _____

(8) Final contract value: _____

(9) Liquidated damages involved (If yes, explain): _____

(10) Contact for verification (name, e-mail, and telephone number for District reference): _____

_____

b. **Additional References**: Attach all additional references on separate signed sheets as necessary.

8. PAST PERFORMANCE - PROJECTS

List ***all*** projects within the past five (5) years for which:

- Bidder's contract was, in any way, terminated, and/or
- In which a project owner, district, public entity, general contractor, architect, or construction management firm filed a claim(s) in an amount exceeding $100,000.00 against you or your firm, or that you or your firm filed against a project owner, district, public entity, general contractor, architect, or construction management in an amount exceeding $100,000.00.

Please include all projects performed under all firms identified in Questions 1, 2, 3, and/or 4.

Please use additional signed sheets when needed to explain or clarify any response or to include more responses with all requested information.

a. **Project Name/Identification**:

(1) Project owner: _____

(2) Project designer/engineer/architect (name, e-mail, and telephone number for District reference): _____

_____

(3) Project description: _____

(4) Project address/location: _____

(5) Original completion date: _____

(6) Termination date: _____

(7) Initial contract value (as of time of bid award): _____

(8) Final contract value: _____

(9) Liquidated damages involved (if yes, explain): _____

(10) Contact for verification (name and telephone number for District reference): _____

_____

(11) Reason for termination: _____

(12) Type(s) of claim(s): _____

(13) Amount(s) of claim(s): _____

(14) Did claim(s) result in arbitration or litigation? _____

(15) How was claim(s) resolved or settled? _____

b. **Additional References**: Attach all additional references on separate signed sheets as necessary.

9. BIDDER'S PROJECT PERSONNEL

The Bidder hereby commits to the assignment of a single point of contact named below to the Project. At the time of the bid, the successful Bidder shall confirm those personnel. If any of the named staff are no longer employed by the firm at the time of bid opening, or are otherwise unavailable, the Bidder's bid may be considered non-responsive. The Bidder may formally request substitution of other individuals with equivalent experience, and the District may consider them. However, resumes, project history, and other relevant information must be submitted by the Bidder to District immediately once Bidder becomes aware of a need for a substitution. Any substitutions of the Bidder's project personnel must occur without negatively impacting the project schedule, budget, or quality standards.

The Bidder shall provide competent Key Personnel to fulfill the roles of a "Core Crew", of which a minimum of 40% must not be subcontractors. Core Crew are required to be dedicated full-time positions for the duration of the contract. This staff includes, but is **not limited to** the following roles:

a. **Project Manager** will be one (1) full-time position brought on board in accordance with District approved schedule. The Project Manager shall have a minimum of three (3) years of experience managing projects of similar nature, scope, and magnitude and a proven track record of successful completion within budget and scope in previous projects. **The Project Manager(s) shall be dedicated to this project per package.**

b. **Area Superintendent/Quality Control/Quality Assurance Manager** will be one (1) full-time position brought on board in accordance with District approved schedule. The Quality Control/Quality Assurance Manager shall be english speaking and have a minimum of two (2) years of experience responsible for Contractor's internal quality control and coordination of material testing and certification

c. Safety Officer will be a minimum of one (1) full-time position brought on board in accordance with District approved schedule. The Safety Officer shall have current 30-hour OSHA certification, Renovation, Repair, and Painting (RRP) certified, and CPR training, USEPA Asbestos 16-hours Asbestos Operation and Maintenance (O &M) training, OSHA confined space entry training and certification and two (2) years of experience on projects of this scope and complexity, where duties focused on safety assurance.

d. **Network Configuration Manager**, will be one (1) full-time position brought on board in accordance with District approved schedule. The Network Configuration Manager is required to have work on projects of similar nature, scope, and magnitude will be responsible for the Contractor's integration and implementation of the network upgrades, and shall meet the following minimum qualifications:

1) Three (3) years of experience in their area of focus for projects of this scope and complexity.
2) Three (3) years of experience in the design, planning, implementing, and integration of IEEE 802.3 Ethernet LANs and IEEE 802.11 Wireless LANs.
3) A valid Cisco CCNP routing/switching/wireless, and/or Aruba ACSP, or equivalent.

e. Contractor shall identify at a minimum the following responsibilities under the appropriate key personnel submitted:

1) Subcontract contract administration;
2) General support for Project Manager.

It is the District's expectation that the Key Personnel included with the proposal will be the actual individuals assigned to the project should the proposal be accepted. Should an extreme circumstance require substitution of a key team member, it is the Contractor's responsibility to ensure that the role is filled with a competent replacement. The District reserves the right to approve, reject, and/or remove key personnel based on qualifications and/or performance. Additionally, the Contractor shall not remove Key Personnel until (1) a satisfactory replacement has been approved by the District, and (2) the District has approved the removal and replacement in writing. Such personnel shall be promptly removed by the Contractor at no cost or expense to the District. Further, an employee who is removed at the request of the District, for any reason, shall not be re-employed on the Work. The District may terminate the Contract based on the loss of what the District considers "Key Personnel".

Attach a resume for the following persons, including, at a minimum, the following information:
Assigned Key Personnel:

a. Name: _____

b. Address: _____

c. Years with firm: _____

d. Years in current position: _____

e. Licenses and certifications held: _____

f. Experience with projects with schools: _____

g. Years of experience with projects with other public entities: _____

h. Years performing type of work called for by District: _____

i. Recent comparable project references (list at least three): _____

Name	Contact	Phone & Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. BIDDER'S INSURANCE

Bidders must fully comply with all bid conditions including the insurance coverage requirements and associated limits.

a. List all insurers Bidder utilized in the past five (5) years. Use separate signed sheet as necessary, with all requested information.

(1) Name of insurance company ("Insurer"): _____

(2) Address of Insurer: _____

(3) Name of agent: _____

(4) Address of agent: _____

(5) Telephone number of agent: _____

(6) Years Bidder has been with this Surety: _____

(7) Amounts paid out by Insurer in the past five (5) years that were in any way related to activities of your firm and/or any firm identified in Section B (Please provide an explanation on separate signed sheets):

_____

_____

(8) Insurer's "Best" rating: _____

(9) Owner-Controlled Insurance Programs (OCIP): (Yes/No:___)

(10) What type of OCIP coverage is included: _____

11. CERTIFICATION

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date: _____

Proper Name of Bidder: _____

Signature: _____

By: _____

Its: _____

SECTION III - RATE SCHEDULE SECTION

Refer to the Attachment N to Attachment P provided for the Rate Schedule.

a. Bidder shall fill out the Rate Schedule (Attachments N, O, and P) in two (2) formats. The information must be entered and submitted in PDF format with single signature and date on the package summary page, as well as an electronic copy of the Rate Schedule Section in Microsoft Excel spreadsheet format. Bidder shall provide percentage discounts off of the Manufacturers Suggested Retail Pricing (MSRP).
b. Bidder shall provide all information requested in the Rate Schedule. Aggregate quantities provided are estimates. A tab should be completed for each school listed in Attachments K, L and M with separate tabs for eligible components and ineligible components. Bidder should validate that the quantities for each school provide a complete working solution. Costs in the rate schedule shall be calculated based on unit prices that do not exceed two decimal places.
c. It is Bidder's responsibility to ensure all entries and calculations are accurate on the Rate Schedule.
d. Multiple bids per package are allowed. Resellers can submit different manufacturers.
e. Bidders shall provide the hourly labor rate for each package as indicated in the Rate Schedule and will be part of the Basis of Award. The hourly rate will be held firm during the Contract Term.

Please see separate excel file attached.

SECTION IV
A. GENERAL BID CONDITIONS

1. AWARD OF CONTRACT

If an award is made pursuant to the bidding process, the Contract will be awarded according to the authority granted by the Board of Education of the Los Angeles Unified School District under California law (e.g., the Public Contract Code, Education Code, and Government Code). Ordinarily, contracts are awarded to the lowest responsive and responsible bidder. However, certain statues, (e.g., Education Code Section 39802) authorize award for certain contracts to other than the lowest responsive and responsible bidder, at the discretion of the Board of Education. The Board of Education reserves the right to award in accordance with the fullest authority granted it under State Law.

Moreover, certain contracts are designed to be awarded to the lowest or best bidder on specific items or parts. In such situations, this intention is delineated in the bidding documents. Bidders are cautioned and urged to pay specific attention to all terms and conditions in the bidding documents pertaining to such awards.

Bidders should retain a copy of their bid and all bidding documents. In the event of an award, the bid and all bidding documents will become the Contract Agreement. The only other document provided to the successful bidder will be a letter regarding the Notice of Acceptance of Bid and Award of Contract.

ORDERING PROCEDURES - The Contractor shall receive and accept any orders placed using either District approved purchase orders or by use of the P-Card. All items/services specified in this contract will be ordered by issuance of individual purchase orders or P-Card transactions throughout the life of this agreement. The Contractor shall not deliver any product to any District location without the prior issuance of an official "District Purchase Order" or "P-Card Transaction."

2. FORCE MAJEURE

The parties to the Contract will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by "Act of God", fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party. Provided that it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

Upon issuance of an award, the Contractor shall as part of subject Contract, establish lines of communication which shall require the Contractor and/or principal subcontractor to issue notices of strikes or other work stoppages within 24 hours of the occurrence of such events. Failure of the Contractor to notify the District timely shall entitle the District to pursue such remedies as are available under the provisions of the Contract.

The Contractor will be granted an extension of time for any portion of a delay in completion of the Work caused by acts of a public enemy, wars, civil disturbances, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes, strikes, weather more severe than normal, any other cause not in the reasonable control of the Contractor or acts of God, providing that the:

2. FORCE MAJEURE – continued

a. Aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor;

b. Contractor has taken reasonable precautions to prevent further delays owing to such causes; and

c. Contractor notifies the District in writing of the cause(s) for the delay within five (5) days from the beginning of any such delay.

3. PUBLIC RECORDS ACT

Responses to this IFB shall be subject to the provisions of the California Public Records Act.

Those elements in each Bid which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. However, it is incumbent on the Bidder to assert any rights to confidentiality and to seek and obtain a court order prohibiting the release of such information. Under no circumstances, will the District be responsible or liable to the Bidder or any other party for the disclosure of any such labeled information, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the District or its officers, employees, and/or Contractors.

The Bidder, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the information contained in the Bidder's bid and shall hold the District harmless from all costs and expenses, including attorneys' fees, in connection with such action.

4. DISTRICT RIGHTS

The District may investigate the qualifications of any bidder/proposer under consideration, require confirmation of information furnished by a bidder/proposer, and require additional evidence of qualifications to perform the services described in the IFB. The District reserves the right to:

a. Reject any and all bids.
b. Issue subsequent IFB solicitations.
c. Cancel the entire IFB.
d. Remedy technical errors in the IFB process.
e. Appoint evaluation committees to evaluate bids.
f. Seek the assistance of outside technical experts in bid evaluation.
g. Approve or disapprove the use of particular subcontractors
h. Award a contract to one or more bidders.

5. EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Bid, the Bidder shall become thoroughly familiarized with all bid and contract documents, and any addenda issued prior to the bid submission date. Such addenda shall form a part of the bid and shall be made a part of the Contract Documents. It shall be the Bidder's responsibility to ascertain that their bid acknowledges all addenda issued prior to the bid submission date.

6. EXAMINATION OF ACTUAL CONDITIONS

The Bidder should be satisfied by personal examination and by such other means as it may prefer as to the actual conditions and requirements under which the service must be performed/products provided. If upon inspection and examination by the Bidder that there are any existing conditions or requirements of the service which are not completely understood by the bidder, contact Contract Administration at the telephone number listed on the cover letter to request clarification.

Any prospective bidder wishing to visit District locations in connection with requirements of this bid must schedule such visits in advance with the Site Administrator. Please visit www.lausd.net for District locations and contact information.

7. ACCEPTANCE, REJECTION OR WITHDRAWAL OF BID

Bids submitted hereunder shall remain open, valid and subject to acceptance for a period of one hundred-twenty (120) days after the Bid Opening Date. Upon mutual agreement by the District and the Bidder, the one hundred-twenty (120) day period may be extended by an additional amount of time as mutually agreed upon. The District reserves the right to reject any and all bids.

The Bidder may withdraw its Bid at any time before the Bid Closing Date and Time. Such withdrawal shall not prevent Bidder from competing for future District requirements.

The successful Bidder will be notified by the District of an award of contract through the issuance of a "Notice of Acceptance of Bid and Award of Contract". No other contract documents shall be issued. The Bidder's signed bid as submitted and accepted by the District shall constitute the Agreement (subject to conditions set forth in the "Notice of Acceptance of Bid and Award of Contract").

8. INSPECTION OF BIDDER'S FACILITY

As part of the District's evaluation process, the District reserves the right to inspect the facilities of the Bidder prior to award of the Contract. If representative(s) of the District determine after such inspection that the Bidder may not be capable of providing proper and satisfactory service/product to the District, the Bidder may not be considered for an award. Additionally, the District reserves the right to inspect the Contractor's facility during the contract period at any time during normal business hours upon prior notice. Bidder may also be required to show evidence of its ability to furnish standard material from identified manufacturer(s). if a bidders is located out of town/state and/or products bid are manufactured out of town/state, the Bidder shall bear the transportation (both air and land) costs and accommodations of not more than three (3) District representatives, if an inspection of the facility is necessary, as determined by the District. NOTE: Should an approved facility be vacated by the Contractor, a re-inspection will be required under the same conditions for the new facility.

9. BIDDER'S PAST PERFORMANCE

A Bidder may be ruled "non-responsible" based upon Bidder's unacceptable past performance which may include but not limited to: late/non-deliveries, partial deliveries, delivery of wrong materials, products not meeting specification, providing incorrect prices, invoicing problems, default, etc.

10. BIDDER'S INFORMATION WITH BID

A completed "Bidder Questionnaire" shall be submitted as part of the bid package. The information provided therein will be used solely for evaluating the qualifications of the Bidder and their organization to carry out satisfactorily the terms of a contract.

The questionnaire must be filled out accurately, completely and submitted with the bid. Any errors, omissions, or fraudulent information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any subsequent agreement executed as a result of the bid or bids involved.

The information contained in the questionnaire will be considered confidential and made available only to employees of the Los Angeles Unified School District or Members of the Board of Education. Bidders desiring additional information concerning the questionnaire or any of the other documents comprising the Bid or Contract Specifications may contact the District representative indicated on the Cover Page.

The District reserves the right to evaluate the information provided on the questionnaire prior to award of any Contract(s) and if representatives of the District determine after such evaluation that the Bidder is not capable of proper and satisfactory performance (service) to the District, its Bid will not be considered further.

11. APPROVED BRAND(S)

Brands that have been previously approved by the District may be included in the Bid Specification Section as "Brands apparently conforming to specifications." Brands previously approved may not need any further evaluation. Bidder may bid on these brands provided that there have been no changes made in any way subsequent to the District's approval; including but not limited to:

a. Manufacturer make/model
b. Manufacturer/Distributor model (part) number
c. Material and/or Quality
d. Design construction

Note: Sample(s) and/or specification sheets of the product may still be required for previously approved product brands that meet the above criteria upon District request.

12. BRAND(S) NOT PREVIOUSLY APPROVED

Bidder may bid on any alternate "equal" brand(s) that have not been previously approved by the District. If such items are bid, the Bidder must submit samples as indicated in this bid. However, an evaluation and testing period may be required to qualify any newly bid brand(s). The District reserves the right to exclude any brand(s) not previously approved by the District for bid award consideration if the evaluation and testing period required to qualify the newly bid brand(s) exceed ten (10) working days after receipt of samples from the Bidder. In such case, the evaluated brand(s) may not be accepted for this bid, but if deemed as an acceptable "equal" product brand, will be added to the District's qualified products list for future consideration.

13. RESERVED

14. SAMPLE REQUIREMENT

a. SAMPLES ARE REQUIRED ONLY UPON REQUEST BY THE DISTRICT

(1) Samples must be furnished within seven (7) working days upon request by the District Representative. Bidder not providing samples may be deemed "non-responsive".

(2) Samples may be required even though the Bidder has provided these items to the District in the past.

b. IDENTIFICATION OF SAMPLES

Each sample must be labeled/tagged and identified as follows:

Bidder's name, bid number, item brand and product code number, bid item number and District's commodity code (stock number)

c. SAMPLES SHALL BE RETAINED

Sample(s) from the successful Bidder will be retained by the District for **comparison with goods delivered** over the life of the contract. Any item shipped that is not equal to the **"accepted sample",** will be rejected, and must be replaced at the Contractor's expense within seven (7) working days.

d. MATERIAL SAFETY DATA SHEET (M.S.D.S.)

Must be submitted with samples, if required, and with all future deliveries.

e. RETURN OF SAMPLE(S)

If Bidder is not awarded a Contract, do the sample(s) need to be returned? Check below.

Yes____ No____

NOTE: Failure to submit a sample(s) and/or Material Safety Data Sheet (MSDS) may be cause to deem the bid "non-responsive".

15. DEBARMENT AND SUSPENSION CERTIFICATION

To be eligible for an award under this bid, the Bidder must certify compliance by signing on Page 37, Item #11 of Section II B – Specific Bid Conditions/Certifications. (See: Section II B, Item #11, Certification Regarding Debarment").

SECTION IV
B. GENERAL CONTRACT CONDITIONS

1. AUTHORITY OF THE CHIEF PROCUREMENT OFFICER

The District has the final approval in all matters relating to or affecting the Work. Except as expressly specified in the Contract, the Chief Procurement Officer may exercise any powers, rights, and/or privileges that have been lawfully delegated by the District. Nothing in the Contract shall be construed to bind the District for acts of its employees and Authorized Representatives that exceed the delegation of District specified herein.

2. DISTRICT'S TECHNICAL REPRESENTATIVE (PROJECT MANAGER)

The District shall provide a Project Manager and/or a technical representative for all technical aspects related to the performance of the Contract. The Contractor shall make such oral or written reports to the District's technical representative with an information copy to the District's designated procurement officer as may be requested by the District or as specifically required by the Contract. ALL CONTRACTUAL MATTERS SHALL BE ADDRESSED TO THE DESIGNATED PROCUREMENT OFFICER.

3. INDEPENDENT CONTRACTOR

The Contractor represents that it is fully experienced and properly qualified to perform the class of Work required for the Contract and that it is properly licensed, equipped, organized, and financed to perform the Work. The Contractor shall be an independent Contractor. The Contractor is not an agent of the District in the performance of the Contract and shall maintain complete control over its employees and its subcontractors and Suppliers of any tier. Nothing contained in the Contract or any Subcontract awarded by the Contractor shall create any Contractual relationship between any subcontractor and the District. The Contractor shall perform the Work in accordance with its own methods, in compliance with the terms of the Contract.

The District reserves the right of prior approval of all subcontractors and retains the right to request Contractor to terminate any subcontractor, for any reason deemed appropriate by the District, by so notifying Contractor in writing. Should said notification be submitted to Contractor, it shall terminate said subcontractor immediately

4. SUBCONTRACTORS AND SUPPLIERS

a. Documentation And Acceptance

The Contractor shall submit a copy of all executed subcontracts at any time within thirty (30) days of execution regardless of value to the District for fulfillment of SBE Goals, and a copy of insurance certificates in accordance with Section II C, Item #6 entitled "Insurance Requirements". Failure to submit subcontracts and certificates within the required time period will result in the subcontractor's not being permitted to perform Work on the Project.

4. SUBCONTRACTORS AND SUPPLIERS – continued

b. Performance of Work

The Contractor shall:

(1) Be responsible to the District for all acts and omissions of its own personnel, and of subcontractors, Suppliers and their employees; and

(2) Be responsible for coordinating the Work performed by subcontractors and Suppliers.

Should a portion of the subcontracted Work not be performed in accordance with the terms of the Contract, or if a subcontractor commits or omits any act that would constitute a breach of the Contract, the subcontractor shall be replaced and shall not again be employed under the Contract.

c. Acceptance of Substitution of Subcontractor

(1) The Contractor shall notify the District in writing of any proposal to substitute a subcontractor in place of a subcontractor listed in the Contractor's Qualification/Proposal. Prior to such substitution, the Contractor shall secure the acceptance of the District. The Contractor shall submit the following information in a form similar to that contained in the Contractor's original Qualification/Proposal.

1. Name of Subcontractor
2. Location and Phone Number of Place of Business
3. Contact Person
4. Subcontractor's License(s) number and expiration date (if applicable)
5. Current District SBE Compliance Certification Status (if applicable)
6. The portion of the Services that will be performed by each Subcontractor.

The District will promptly initiate a review of the information submitted on each Subcontractor and transmit written notification to the Contractor concerning its decision.

(2) The District shall not be responsible for delays incurred by the Contractor because of a timely disapproval by the District of a Subcontractor proposed by the Contractor, or for the late submittal for acceptance of a Subcontractor to the District, or because of a Subcontractor’s removal from the performance of the Work.

4. SUBCONTRACTORS AND SUPPLIERS – continued

c. Acceptance of Substitution of Subcontractor – continued

(3) The Contractor shall not do any of the following without the prior written consent of the District:

(a) Replace any previously accepted Subcontractor;

(b) Permit any previously accepted Subcontract to be assigned or transferred; and/or

(4) The Contractor may perform the Work itself with qualified personnel, provided written permission is obtained from the District prior to performance of the Work.

d. Flow-Down Requirements

(1) The Contractor shall incorporate the following into each Subcontract and require insertion of same into all lower-tier Subcontracts:

(2) All provisions required by law, regulation, rule, or the Contract shall apply to Subcontracts and shall apply to all Subcontracts of any tier.

(3) By virtue of signing the subcontract, the following apply:

(a) The Subcontractor acknowledges and agrees that all Work being performed by it under the Subcontract shall be performed in accordance with the Contractor's Contract with the District.

(b) The Subcontractor agrees that it shall have the same duties and obligations to the Contractor with respect to its performance of its own Work as the Contractor has to the District under its Contract.

(c) The Contractor and the Subcontractor agree that the District is the third party beneficiary of the Subcontract and shall have the right to enforce all of the terms of the Subcontract for its own benefit. All guarantees and warranties, express or implied, shall inure to the benefit of both the District and the Contractor during the performance of the Work. Upon final completion of the Work, such guarantees and warranties shall inure to the benefit of the District.

(d) The Contractor and the Subcontractor agree that nothing contained in the Subcontract shall be deemed to create any privity of the Contract between the District and the Subcontractor, nor does it create any duties, obligations, or liabilities on the part of the District to the Subcontractor except those allowed under California Law. In the event of any claim or dispute arising under the Subcontract and/or the Contractor's Contract with the District, the Subcontractor shall look only to the Contractor for any payment, redress, relief, or other satisfaction. The Subcontractor hereby waives any claim or cause of action against the District arising out of the Subcontract.

4. SUBCONTRACTORS AND SUPPLIERS – continued

d. Flow-Down Requirements – continued

(e) This Article does not and shall not operate to relieve the Contractor of any duty or liability under the Contract nor does it create any duty or liability on the part of the District. The Contractor shall have sole responsibility for promptly settling any disputes between its Subcontractors and between the Subcontractors and any of their Subcontractors.

(f) No Subcontractor shall be permitted to perform the Work under the Contract until it, or the Contractor has supplied satisfactory evidence of required insurance to the District, in compliance with Section II C, Item #6 entitled "Insurance Requirements".

5. GOODS

a. The Contractor shall furnish all Goods required to complete the Work, except those designated to be furnished by the District. Unless otherwise indicated in the Contract or Purchase Order, Goods incorporated into the Work shall be new, of good quality, and of the grade specified for the purpose intended. Unless otherwise specifically stated, reference to Goods or patented processes by trade name, make, or catalog number shall be regarded only as a means of establishing a standard of quality; such references shall not be construed as limiting competition. The Contractor may, at its option, use any Goods or process that is equivalent to that named subject to the prior written acceptance by the District. The District shall be the sole judge of the quality and suitability of proposed alternative Goods or processes subject to the right of the District to accept or reject such alternative.

b. Any Goods that may be purchased under the Contract shall be transported, handled, and stored by the Contractor in a manner that shall ensure the preservation of their quality, appearance, and fitness for the Work. All Goods shall also be stored in a manner that facilitates inspection.

6. STANDARDS OF PERFORMANCE

a. The Contractor shall perform and require its Subcontractors to perform the Work in accordance with the requirements of the Contract and in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience, and knowledge in performing Work of a similar nature. The Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Work, it being understood that the District will be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of the Contract.

b. The District shall have the right, in its absolute discretion, to require the removal of Contractor's personnel at any level assigned to the performance of the Services or Work, requests such removal in writing. Such personnel shall be promptly removed from the Project by the Contractor at no cost or expense to the District. Further, an employee who is removed from the Project for any reason shall not be re-employed on the Program.

7. UNAUTHORIZED ACTIONS

Any action taken by the Contractor or its Subcontractors not in conformance with the terms and conditions of the Contract will be considered as unauthorized and at the sole expense of the Contractor. Contractor or its Subcontractors will not be compensated for any actions deemed by the District to be unauthorized. No extensions of time will be granted under the Contract or Purchase Order due to unauthorized actions.

No District employee or officer, except the Chief Procurement Officer, or designee, may authorize any Amendments to the Contract, issue a Purchase Order or make revisions to Purchase Orders.

8. CONTRACT TERMINATION

a. Termination for Convenience

(1) The District may, by written notice to the Contractor, terminate this Contract in whole or in part at any time, for the District's convenience. Upon receipt of such notice, the Contractor shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise) and,

2. Deliver to the District all material and information as may have been involved in the provision of services, whether provided by the District or generated by the Contractor in the performance of this contract, whether completed or in process. Termination of this contract shall be as of the date of receipt of the Contractor of such notice.

(2) If the termination is for the convenience of the District, Contractor shall submit a final invoice within sixty (60) days of termination and upon approval by the District, the District shall pay the Contractor the sums earned for the Products/Services actually provided/performed prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination (if any).

(3) The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Article. Payment to the Contractor in accordance with this Article shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.

b. Termination for Default

(1) Issuance of Preliminary Notice of Termination for Default (Cure Notice).

If the District determines that the Contractor has failed to fulfill its contractual obligations hereunder, a Cure Notice will be sent to the Contractor and each known assignee, guarantor, or surety of the Contractor. The Contractor shall have 10 (ten) working days from receipt of the Cure Notice to cure its failure(s) to perform or make progress as set forth in the Notice. During the "cure" process, Contractor must sustain performance in all areas not affected by the cure notice. If the Contractor makes adequate progress within the cure period, the termination process will be discontinued. If the Contractor fails to perform in accordance with Contract requirements or to make adequate progress, termination proceedings may be initiated.

8. CONTRACT TERMINATION--continued
b. Termination for Default --continued

(2) The District may, by written notice to the Contractor, terminate this Contract in whole, or in part, at any time after issuance of Cure Notice as referenced in subsection (1) because of the failure of the Contractor to fulfill its contractual obligations. Upon receipt of such notice, the Contractor shall:

(a) Immediately discontinue all delivery/services affected (unless the notice directs otherwise), and;

(b) Deliver to the District all material and information as may have been involved in the provision of services, whether provided by the District or generated by the Contractor in the performance of this contract, whether completed or in process.

Termination of this contract shall be as of the date of receipt of the Contractor of such notice.

(3) If the termination is due to the failure of the Contractor to fulfill its contractual obligations, the District may take over the services, and complete the services by contract or otherwise. In such case, the Contractor shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The expense of completing the Services, or any other costs or damages otherwise resulting from the failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the District. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the District upon notice of the excess so due.

(4) If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment shall be made as provided in "Termination for Convenience".

(5) The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Section. Payment to the Contractor in accordance with this article shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided herein are in addition to any other rights and remedies provided by law or under this Contract.

Upon termination notification, the District has the right to order at the price, terms, and conditions in effect at any time prior to the effective date of the cancellation of the agreement and require delivery service as specified. Purchase orders issued against the Contract may specify delivery dates beyond the effective date of the cancellation of this agreement, **not exceeding sixty (60) days.**

c. **Transition on Termination; SPIN Change**

1. In the event of a termination of the Contract for whatever cause, whether by the District or the Contractor, including without limitation, termination pursuant to Section 34, "Budget Contingency:"

   (a) the District shall nonetheless continue to have all rights to use and maintain for its own benefit any and all Work completed and delivered as if no termination had taken place, subject to payment for such Work;

   (b) Contractor shall provide those certain transition services identified in the Statement of Work or herein and, if the Contract was terminated by District for convenience, the District shall pay for such services at the hourly rates set forth in the Pricing Schedule and reimburse Contractor for all reasonable out-of-pocket expenses incurred in connection with the performance of such services;

   (c) Contractor shall deliver to the District all material and information as may have been involved in the provision of the Work, whether provided by the District or generated by the Contractor in the performance of this Contract, whether completed or in process.

2. In the event of a termination, the District may thereafter engage such contractor or contractors as it determines in its sole discretion to provide any of the Work not yet provided by Contractor to the District or any other services the District determines in its sole discretion to be necessary or convenient, or the District may perform such Work or services itself.

3. If the termination is due to Contractor's material breach of the Contract , the Contractor shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The reasonable expense of completing the Work (whether the Work is performed by the District or contractors), or any other costs or damages otherwise resulting from such material breach of contract termination, will be charged to the Contractor, and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to Contractor from the District. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the District upon notice of the excess so due.

4. In the event of a termination of the Contract for convenience or pursuant to Section 34 "Budget Contingency," the District reserves the right to select a new vendor pursuant to state and local procurement policies, rules, and regulations.

5. In the event of breach of contract by the Contractor or the Contractor is unable to perform the requested services, the District reserves the right to select a new vendor by requesting a change of the Service Provider Identification Number ("SPIN") with the USAC pursuant to USAC guidelines and FCC rules, and/or regulations as well as any state and local procurement policies

6. The Contractor shall invoice the District no later than sixty (60) days after the effective date of the termination for all amounts due to the Contractor from the District under the Contract.

d. **Contractor's Exclusive Remedy**

Payment by the District to the Contractor in accordance with this Section 8 shall constitute the Contractor's exclusive remedy for any termination hereunder. Except as specifically set forth

inection 8(a), "Termination for Convenience," the Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Section 8. In no event shall Contractor be entitled to lost profits as a result of any termination under this Section 8. The rights and remedies of the District provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and are subject to the limitations provided in this Contract.

i. **SPIN Change**
In the event of breach of contract by the Contractor or the Contractor is unable to perform the requested services, the District reserves the right to select a new vendor by requesting a change of the Servie Provider Identification Number ("SPIN") with the USAC pursuant to USAC guidelines and FCC rules and/or regulations as well as any state and local procurement policies.

9. RIGHTS IN PROPERTY

a. Title

(1) All property purchased by the Contractor for the District shall be hereinafter referred to as District property. Title to District property shall pass to and vest in the District upon the vendor's delivery and acceptance of such property by the contractor.

(2) Title to District property shall not be affected by its incorporation into or attachment to any property not owned by the District, nor shall District property become a fixture or lose its identity as personal property by being attached to any real property.

(3) The title transferred as described above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances. The Contractor shall not pledge or otherwise encumber the items in any manner that would result in any lien, security interest, charge, and/or claim upon or against said items.

(4) The contractor shall promptly execute, acknowledge, and deliver to the District proper bills of sale or other written instruments of title in a form as required by the District; said instruments shall convey to the District title to material free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

b. The District property shall be used only for performing work on the contract or purchase order unless otherwise provided in the Contract or approved by the District's Chief Procurement Officer.

10. CHANGES

a. The term "Change(s)," as used herein, means substitutions, additions, or deletions which result in revisions to the Contract or Purchase Order. Change does not mean work performed by the Contractor to correct defective Work caused by the Contractor's negligent acts, errors or omissions.

b. The District may at any time, and from time to time without invalidating the Contract or Purchase Order, make Changes in the Scope of Work. The District and Contractor will endeavor to reach mutual agreement regarding costs and Schedule associated with the Change; however, the District reserves the right to unilaterally direct the Contractor to perform the Changed Work.

Such Changes, including any increase or decrease in the amount of the Contractor's compensation and/or the period of performance, shall be incorporated into the Contract or Purchase Order through the issuance of a Contract Amendment or Purchase Order Revision. All of the provisions of the Contract shall apply to Changes. Upon receipt of a Contract Amendment or Purchase Order Revision, approved by the District, the Contractor shall continue performance of the Scope of Work as modified by the Amendment.

c. If a Fixed Fee is a part of the compensation for the Contract or Purchase Order, it is the agreed intent of the parties that the Fixed Fee is an amount fixed at the inception of a Purchase Order with respect to the Work planned and Scheduled as set forth in the Scope of Work and is not intended to vary with actual costs for the Work. A Contract Amendment or Purchase Order Revision issued hereunder may, but will not automatically; result in a Change to the Fixed Fee.

11. ASSIGNMENT

The Contractor shall not assign (including assignment by operation of law), transfer, convey, or otherwise dispose of the Contract (or the right, title, or interest in it or any part of it) without the prior written consent and endorsement of the District and the surety on the performance bonds (if applicable), which consent the District may withhold in its sole and absolute discretion. Any assignee shall possess all required licenses, registrations, certifications and regulatory approvals to continue providing without interruption all Work specified in this Contract, including but not limited to the provisions of discounts under the federal E-Rate program. The assignee shall have a Service Provider Number prior to the assignment. The assignment is subject to approval for the SPIN change from the USAC.

a. No rights under the Contract shall be asserted against the District, in law or in equity, by reason of any assignment of the Contract, or any part thereof, unless authorized by the District as specified in this Article.

b. Any assignment of proceeds of the Contract shall be subject to all proper setoffs and withholdings in favor of the District and to all deductions specified in the Contract or Purchase Order. All monies withheld, whether assigned or not, shall be subject to being used by the District for completion of the Work, pursuant to the terms of the Contract. In the event that the District consents to such assignment of monies, written notice thereof shall be given by the Contractor to the District at least ten (10) days before payment is due.

c. Contractor reserves the right to assign the Contract to any present or future affiliate, subsidiary or parent corporation of Contractor upon notice to, but without securing the District's consent, and may grant to any such assignee the same rights and privileges Contractor enjoys under this Contract; provided that in each instance:

1. The assigning party remains responsible under this Contract;

2. The assigning party executes and delivers to the District the assignment via the District's Guarantee Form;

3. The assignee and any of its principals: are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and have not, within a three-year period preceding this Contract, 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 Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating

to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses; and

4. the assignee receives approval for the SPIN change from the USAC.

12. SEVERABILITY

In the event any Article, section, Subarticle, paragraph, sentence, clause, or phrase contained in the Contract or Purchase Order shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other Articles, sections, Subarticles, paragraphs, sentences, clauses, or phrases of the Contract or Purchase Order, which shall remain in full force and effect as if the Article, section, Subarticle, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Contract or Purchase Order.

13. GOVERNING LAW

This Contract between the District and the Contractor shall be subject to the laws of the State of California.

By entering into the Contract, the Contractor consents and submits to the jurisdiction of the Courts of the State of California, County of Los Angeles, over any action at law, suit in equity, and/or other proceeding that may arise out of the Contract.

14. PUBLIC RECORDS ACT

a. All records, documents, drawings, plans, specifications and other information relating to conduct of the District's business, including information submitted by the Contractor shall become the exclusive property of the District and shall be deemed public records. Said materials are subject to the provisions of the California Public Records Act (Government Code Sections 7920 et. seq.). The District's use and disclosure of its records are governed by this Act. The District will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.

b. In the event of litigation concerning the disclosure of any information submitted by the parties, the District's sole involvement will be as a stakeholder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees for prosecuting or defending any action concerning the information and shall indemnify and hold the District harmless from all costs and expenses including attorneys' fees, in connection with any such action.

15. AGENT TO ACCEPT SERVICE

The Contractor shall maintain a duly authorized agent as identified in Section II.A, Item #18 ("Name and Nature of Bidder's Legal Entity") to accept service of legal process on its behalf, and shall keep the District advised of such authorized agent name and address during the duration of the Contract and for three (3) years after Final Payment, or as long as the Contractor has warranty obligations under Section II C, Item #14 entitled "Warranty", whichever period terminates later. In the event that no such duly authorized agent is on file with the District, the Contractor agrees that the Secretary of State of the State of California shall be the Contractor's authorized agent for service of legal process.

16. NO WAIVER

Failure of the District to enforce at any time, or from time to time, any provision of the Contract shall not be construed as a waiver thereof.

No waiver by the District of any breach of any provision of the Contract shall constitute a waiver of any other breach or of such provision.

Failure or delay by the District to insist upon strict performance of any terms or conditions of the Contract, or to exercise any rights or remedies provided herein by law, shall not be deemed a waiver of any right of the District to insist upon strict performance of the Contractor's obligations set forth in the Contract, or any of its rights or remedies as to any prior or subsequent default hereunder.

17. CONFIDENTIALITY

Contractor agrees that for and during the entire term of the Contract, any information, data, figures, records, findings and the like received or generated by the Contractor in the performance of the Contract, shall be considered and kept as the private and privileged records of the District and will not be divulged to any person, firm, corporation, or other entity except on the direct authorization of the District. Further, upon termination of the Contract for any cause, Contractor agrees that it will continue to treat as private and privileged any information, data, figures, records and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct written authorization of the District.

The Contractor shall not publish information or technical data acquired or generated by the Contractor in performing the Contract until such time as such information or technical data is released in published reports by the District.

18. DISCRIMINATION

In connection with the performance of Work provided for under this Contract, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

19. VEHICLE SAFETY AND SECURITY

It shall be the responsibility of the Contractor to ascertain the District Branch or Office under whose direction the service shall be performed. The rules and regulations pertaining to safe driving on school grounds, and surrounding neighborhoods particularly when students and children are present, must be adhered to. The Contractor's drivers shall exercise extreme caution at all times and be sensitive to community concerns regarding excessive noise.

19. VEHICLE SAFETY AND SECURITY -- continued

Drivers entering school premises when school is not in session shall lock any gate or door to which they have access, both when entering and/or leaving the grounds. Gate keys, as may be required, will be furnished by the District Branch or Office supervising the service. Any unusual condition noted by drivers, such as gates or doors found unlocked or open or evidence of vandalism, should be reported to the School Police Department of the Los Angeles Unified School District, Tel: (213) 625-6631 (24 – hour telephone number).

Considering that many of the District's schools are located in community neighborhoods, the Contractor shall have their drivers observe all applicable ordinances and/or restrictions pertaining to operating times and noise abatement.

Any Contractor, whose business operation requires a DMV Biannual Inspection of Terminal (BIT), must do so under the terms of this contract. The Contractor shall immediately notify the District of any inspection failure.

20. HOLD HARMLESS CLAUSES

The Contractor shall hold harmless and indemnify the District and the Board of Education of the City of Los Angeles, its officers and employees from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Contract, however caused, unless such injury is caused by the negligence or willful misconduct of the District.

b. Any injury to person or property sustained by any person firm or corporation, caused by any act, neglect, default, or omission of the Contractor or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Contract.

c. Any liability that may arise from the furnishing or use of any copyrighted composition, or patented invention, under this Contract. It is the intent of the District to adhere to the provisions of the copyright laws; this hold harmless shall not apply to any claim by Contractor that District has infringed a patent or copyright of Contractor.

The Contractor, at its own expense and risk, shall defend any legal proceeding that may be brought against the District or the Board on any such claim or demand, and satisfy any judgment that may be rendered against the District or the Board therein. With respect to claims of patent or copyright infringement, the District agrees to give Contractor notice of any such claim and to fully cooperate with Contractor in the defense and all related settlement negotiations.

21. AUDIT AND INSPECTION OF RECORDS

The Contractor shall maintain, and the District shall have the right to examine and audit, all the books, records, documents, accounting procedures and practices and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred, or anticipated to be incurred, in performing the Contract.

The Contractor shall make said evidence (or to the extent accepted by the District, photographs, micro- photographs, or other authentic reproductions thereof) available to the District, at the

District's or the Contractor's offices (to be specified by the District) at all reasonable times and without charge to the District. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District. The Contractor shall, at no cost to the District, furnish assistance for such examination/audit. The Contractor and its subcontractors and suppliers shall keep and preserve all such records for a period of at least 10 years from last day of service as define by the USAC or after final payment, whichever is later, or if the Contract is terminated in whole or in part until 10 years after the final Contract close-out. The District's rights under this section shall also include access to the Contractor's offices for the purpose of interviewing the Contractor's employees.

Any information provided on machine-readable media shall be provided in a format accessible and readable by the District. The Contractor's failure to provide records or access within the time requested shall preclude Contractor from receiving any payment due under the terms of this agreement until such evidence/documents are provided to the District. The Contractor shall obtain from its Subcontractors and Suppliers written agreements to the requirements of this Section and shall, upon the District's request, provide a copy of such agreements.

Pursuant to 47 CFR 54.516, Contractor and all of its subcontractors shall be subject to audits and other investigations to evaluate Contractor's compliance with the statutory and regulatory requirements for the E- rate program, including those requirements pertaining to what services and products are purchased, what services and products are delivered, and how services and products are being used. All such information shall be subject to inspection and audit by the District and FCC, USAC, and their respective contractors and representatives. Contractor shall assure compliance by its subcontractors with FCC and USAC requirements on document retention and auditing. Contractor shall include in all of its subcontractor agreements for services and/or products, provisions that require the subcontractors to maintain the above- described records and to allow the District, FCC, USAC and their respective contractors the same right to inspect and audit those records as set forth herein.

The District shall cause any person retained by it for this purpose to execute a non-disclosure agreement. The District's normal internal invoice reconciliation procedures shall not be considered a review of Contractor's relevant billing records.

22. ENVIRONMENTALLY PREFERRED PRODUCT PROCUREMENT PROGRAM

The Los Angeles Unified School District has established a policy to buy, wherever/whenever practical, environmentally preferable products to meet its needs and to foster market development for recycled products. The District recognizes that the availability of recycled products may be periodically limited. Therefore, the policy is intended to help develop the market for recycled products, and to increase District usage of environmentally preferable products, where and when economically feasible, as the market develops.

This policy covers all procurements, both of goods and services, to support the purchase of cost-competitive recycled products, and products that contain recycled content of equal utility and function, where a stable supply chain exists to meet the demands of our schools, and if there is no additional cost to the District.

ENVIRONMENTAL PREFERENCE

a. The District may give a preference, all other factors being equal, for environmentally preferable products.

b. The District encourages the maximum feasible use of environmentally preferable packaging products, reusable packaging, and returnable packaging materials for all deliveries of goods and materials.

c. The District requires all bidders for goods and materials to offer environmental alternatives to virgin products offered in response to bid specifications. Suppliers of goods and materials with recycled content will be required to provide the amount of "post consumer content" and/or "pre-consumer recycled content" by weight percent for the goods and materials provided.

22. ENVIRONMENTALLY PREFERRED PRODUCT PROCUREMENT PROGRAM-cont.
ENVIRONMENTAL PREFERENCE – continued

d. The District may provide for product servicing and product life extension service. To the maximum extent feasible, all machinery and electronic equipment provided should allow for the manufacturer/contractor to accept used equipment and goods, at the end of their planned useful life, or when they are declared surplus, for recycling purposes.

The District shall retain the right to dispose of materials declared surplus in the manner most beneficial to the District, which may include establishing credits for the return of goods to the manufacturer/distributor/original vendor, or at public auction.

23. SWEAT-FREE PROCUREMENT POLICY

The Board of Education of the Los Angeles Unified School District has established policies to restrict purchases to only those products and services that have been manufactured without the illegal use of sweatshop (including exploitive, "child", "forced", "convict", and "indentured") labor. All sales/goods provided to the District by the contractor and/or their subcontractor shall be in compliance with the District's official policy regarding "sweat-free" procurements. The Contractor will certify that the products and services provided to the District are manufactured in strict compliance with all applicable sweatshop, child and slave labor laws of this and all other countries of the products origin.

For the purposes of establishing a non-poverty wage, the LAUSD uses the definition of non-poverty wages as formulated by the Union of Needle trades, Industrial and Textile Employees (UNITE), utilizing the Department of Health and Human Services' guidelines to determine non-poverty wages domestically. Internationally, the LAUSD recognizes the World Bank's Gross National Income Per Capita Purchasing Power Parity figures to determine comparable wages in other countries.

The objective of this policy is specifically to discourage and prevent the use of any form of "exploitive labor" but not cause undue and unnecessary economic hardship for laborers. This policy targets those types of child labor that effect the mental, physical, and emotional developments of children such as those types of exploitive labor which fall under the broader category of "sweatshop labor".

The consequence for any violation by the contractor in adherence to the aforementioned laws and/or provisions may result in action being taken by the District against the contractor, which may include, but not limited to, agreed upon liquidated damages, contract cancellation, vendor default, and/or debarment.

24. PRODUCT SAFETY COMPLIANCE

Contractor shall comply with applicable sections of ASTM 963.07 (e) 1 and shall guarantee that the products provided under this contract shall not contain harmful substances that exceed the levels permitted in California Proposition 65 (Title 22, California Code of Regulations, Section 12000). Contractor shall also comply with all applicable requirements of the Consumer Product Safety Commission.

25. PUBLIC WORKS CONTRACTOR REGISTRATION

Pursuant to Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5.

It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by section 7029.1 of the Business and Professions Code, or by section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code section 1725.5 at the time the contract is awarded.

PREVAILING WAGE REQUIREMENT – *(if applicable)*

In accordance with Labor Code section 1720, 1771, 1771.5, 1774, 1815 and Title 8 CCR section 16433, District requires the payment of prevailing wage for all projects over $25,000 when the project is for construction work and for all projects over $15,000 when the project is for alteration, demolition, repair, or maintenance work. The District operates an approved LCP, which shall be enforced on all public works projects that exceed the monetary thresholds above.

Labor Compliance Program

Contractor/Firm and all Subcontractors must comply with District Labor Compliance Program (LCP) requirements, including, but not limited to, all applicable statutes and regulations, District LCP Manual, and District Contract requirements. In the event that additional or revised information is required pursuant to enforcement of the LCP, such requirement shall not result in an increase to the Contract Time or the Contract Amount. Contractor/Firm will be responsible for all failures by all Subcontractors to comply with District LCP requirements. Contractor/Firm, consistent with California Public Contract Code 6109, is prohibited from performing a portion of work with a Subcontractor who is debarred pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

District LCP was granted final approval/extended authority by the Department of Industrial Relations on December 27, 1996. For questions and assistance, please contact the District LCP office at (213) 241-4665, lcp@lausd.net, or https://facilities.lausd.org/ on the web.

Prevailing Wage

(1) This Project is a public works Project, as defined in Labor Code section 1720, and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 California Code of Regulations (CCR) sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects.

25. PUBLIC WORKS CONTRACTOR REGISTRATION-continued

(2) Pursuant to Labor Code sections 1770 *et seq.*, District has obtained from the Department of Industrial Relations determinations of the prevailing wage rates and the prevailing wage rates for holiday and overtime work for Los Angeles County where the Project is to be performed. Copies of these prevailing wage rates are on file and available to any interested party upon request at the District principal office and the following websites: www.laschools.org/contractor/lc or www.dir.ca.gov/dlsr/pwd.

(3). Questions pertaining to prevailing wage rates should be directed to the Labor Compliance Department or to the Division of Labor Statistics and Research at the following respective addresses:

Labor Compliance Department	or	DLSR
333 S. Beaudry Ave, 21st Floor Los Angeles, CA 90017 (213) 241-4665 www.lcp@lausd.net		P.O. Box 420603 San Francisco, CA 94142 (415) 703-4774 www.dir.ca.gov/DLSR/PWD

(4) Contractor/Firm shall post at appropriate and conspicuous locations on the Project site the following:

a. A schedule showing all applicable prevailing wage rates in accordance with Labor Code section 1773.2;

b. Notice of LCP approval and prevailing wage monitoring sufficient to satisfy Title 8 CCR sections 16429 and 16451(d).

(5) Contractor/Firm and all Subcontractors must provide itemized wage statements to their employees in accordance with Labor Code section 226.

(6) Contractor/Firm represents and warrants that the Contract Amount includes sufficient funds to allow Contractor/Firm and all Subcontractors to comply with all applicable laws and contractual requirements. Contractor/Firm shall defend, indemnify and hold District harmless

from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to the failure of Contractor/Firm or any Subcontractor to comply with any applicable law in this regard, including, but not limited to Labor Code section 2810. Contractor/Firm agrees to pay any and all assessments, including wages, penalties and liquidated damages, made against District in relation to such failure.

(7) Failure to comply with the payment of prevailing wages shall result in a penalty to the District pursuant to Labor Code section 1775 and applicable regulations, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate for the work or craft in which such worker is employed by the Contractor/Firm or Subcontractor. This includes, but it not limited, to the failure to pay applicable shift differential rates.

(8) The Contractor/Firm and the bond insurer will be jointly and severally liable for the back wages, penalties, and/or Labor Code Liquidated Damages dues as a result of a prevailing wage violation. "Labor Code Liquidated Damages" are equal to the total underpayment of wages remaining uncorrected sixty (60) days after service of the Notice of Withholding of Contract Payments pursuant to Labor Code section 1742.1. The underpaid employee will receive both the liquidated damages and the underpayment amount.

(9) Pursuant to Labor Code section 1778, every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives or conspires with another to take or receive, for his own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony.

Apprentices

(1) Contractor/Firm and all Subcontractors shall comply with requirements in Labor Code section 1777.5 and Title 8 CCR sections 200 *et seq.* Contractor/Firm is responsible for compliance with Labor Code section 1777.5 for all apprentice able crafts or trades. Contractor/Firm and any Subcontractor(s) who fail to comply with Labor Code section 1777.5 shall be subject to penalties specified in Labor Code section 177.7.

(2) Contractor/Firm and all Subcontractors shall submit contract award information using the Division of Apprenticeship Standards (DAS 140) Form to the applicable apprenticeship committee within ten (10) days of the date of execution of contract and no later than the first day of work as per Title 8 CCR section 230. Contractor/Firm shall simultaneously submit a copy of the completed DAS 140 Form to District Labor Compliance Program.

Working Hours

(1) Contractor/Firm and all Subcontractors shall comply with the following provisions for working hours:

a. Pursuant to Labor Code section 1810, eight (8) hours labor shall constitute a legal day's work.

b. Pursuant to Labor Code section 1811, the time of service of any worker employed at any time by Contractor/Firm, of any tier, is limited and restricted to eight (8) hours during

any one calendar day and forty (40) hours during any one calendar week, except as otherwise provided by law.

c. Notwithstanding the foregoing provisions, work performed in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours per week at not less than one and one-half (1 ½) times the basic rate of pay, or as otherwise required by law. All work performed on Saturday, Sunday, and/or holiday shall be paid pursuant to the Prevailing Wage Determination.

e. Unless otherwise provided in the Supplementary Conditions, where a single shift is worked, eight (8) consecutive hours between 7 AM and 5 PM shall constitute a work day at straight time for all workers;

25. PUBLIC WORKS CONTRACTOR REGISTRATION-continued

e. Unless otherwise provided in the Supplementary Conditions, forty (40) hours between Monday 7 AM and Friday 5 PM shall constitute a workweek at straight time;

f. The District's Labor Compliance Program audit and investigation uses the working hours referenced above and determines violations and penalties accordingly, unless evidence is found to the contrary, such as in the Supplementary Conditions, or is prescribed by law.

(2) Failure to comply with the payment of overtime wages shall result in a penalty to the District pursuant to Labor Code section 1813 and applicable regulations, for each calendar day, or portion thereof, during which worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week without proper compensation in violation of Labor Code section 1810 *et seq.* and/or applicable regulations.

Certified Payroll Reporting Forms and Payroll Records

(1) Contractor/Firm shall be responsible for the submission of electronic certified payroll records of Contractor/Firm and all Subcontractors within ten (10) days of the week ending date of each week. Contractor/Firm shall submit weekly electronic certified payroll records, including certified Non-Performance payroll records, in the method provided by District Web-based Certified Payroll Reporting System, to District Labor Compliance Program. When a Contract has various school projects, Certified Payroll Reporting Forms for each individual school shall be maintained and submitted in the method provided by District.

(2) Contractor/Firm must comply with all requirements of District Web-based Certified Payroll Reporting System, including, but not limited to, electronic signature, electronic submittal of documents and forms, and use of other electronic modules. This obligation includes compliance with all existing requirements and all new requirements developed during the term of the Project.

(3) Contractor/Firm shall submit to District Labor Compliance Program, an estimated start date for all Subcontractors, within five (5) days of the Subcontractor work start date and shall submit a revised estimate, if applicable, within five (5) days of knowledge of any changes to any estimated start date. This document must contain the name and address of each Subcontractor, each Subcontractor's license number and the estimated start date.

(4) Contractor/Firm shall provide, and shall cause all Subcontractors to provide, "Payroll Records" as defined in Title 8 CCR section 16000 to District, within ten (10) days of written request, at no cost to District. "Payroll Records" are all un-redacted certified payroll records, time cards, sign-in sheets, daily construction reports, check stubs, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, recipes or other evidences which reflect the job assignments, work schedules by days and hours, and the disbursement by way of cash, check or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to the Project. All received documents will become property of District.

(5) Failure to submit Payroll Records within ten (10) days of such due date shall result in a penalty to District pursuant to Labor Code section 1776 and applicable regulations, until strict compliance is effectuated.

(6) Should Contractor/Firm or any Subcontractor neglect, fail or refuse to submit any of the above- referenced documents, Contractor/Firm agrees to pay to District the sum of one hundred ($100) dollars per day in contractual liquidated damages, not as a penalty but as liquidated damages, for every day of noncompliance beyond ten (10) days after such documents are due ("Payroll Record Liquidated Damages"). Payroll Record Liquidated Damages shall continue to accrue until strict compliance is effectuated. Upon issuance of a Payroll Record Liquidated Damages Permanent Assessment, the liquidated damages amount will be disbursed to the District. The Payroll Record Liquidated Damages amounts are agreed upon by and between Contractor/Firm and District because of the difficulty of fixing District actual damages in the event of failure to submit such documents.

Contractor/Firm and District specifically agree that said amounts are reasonable estimates of District damages in such event, and that such amounts do not constitute a penalty. Contractor/Firm and District acknowledge and agree that the liquidated damages contained in this provision are reasonable under the circumstances existing at the time of Contractor/Firm's execution of the Contract. These Payroll Record Liquidated Damages are distinct from statutory Labor Code Liquidated Damages. This remedy is not exclusive and is cumulative of all other remedies available to District.

Withholding of Contract Payments

(1) District will withhold payments from Contractor/Firm in accordance with its rights and obligations under Labor Code section 1720 *et seq.* and applicable regulations, including for all back wages, penalties and Labor Code Liquidated Damages.

(2) Notwithstanding any other provision in this contract, District may withhold payment from any portion of the Contract Amount then or thereafter due the Contractor/Firm for violation by Contractor/Firm or any Subcontractor of the requirements of this PREVAILING WAGE REQUIREMENT section and for Payroll Record Liquidated Damages. Without limitation to the foregoing, payment shall not be made to the Contractor/Firm when certified payroll records by Contractor/Firm or any of its Subcontractors are delinquent or inadequate in accordance with Title 8 CCR 16435.

INCORPORATION BY REFERENCE

All statutory Codes and Regulations cited in this contract are understood by the parties to be incorporated in full by the references to those statutes and regulations herein.

26. PROJECT STABILIZATION AGREEMENT (PSA) – *(if applicable)*

The District entered into an agreement with the Los Angeles/Orange County Building and Construction Trades Council and the signatory craft unions called the Project Stabilization Agreement. The PSA applies to all projects funded over the applicable thresholds by Proposition BB, Measure K and Measure R, and/or future bond money that is not expressly excluded in the PSA.

1) The Project Stabilization Agreement ("PSA") applies to all construction, major rehabilitation work, and capital improvement work, as set forth in the Contract. Consultant agrees to be bound by the PSA and to require all Subcontractors to do so. For information pertaining to PSA, Consultant can refer to the following web address: https://facilities.lausd.org/apps/pages/psa.

2) The District has designated Nhu Binh Nguyen as the District's authorized representative, assisting consultants to comply, and monitoring compliance, with the PSA. Nhu Binh Nguyen can be reached at (213) 241-4666 and at lcp@lausd.net.

3) Building/Construction Inspector and Field Soils and Materials Testers ("**FSMT**") are a covered craft under the PSA.

4) Per the Operating Engineers Union's December 6, 2001, letter to the California Department of Industrial Relations, and for purposes of the PSA and this Agreement, the services that are provided by an FSMT include, without limitation, "special grading, excavation filling, soils used in construction, concrete sampling, density testing and various types of verification tests."

5) Consultant's compliance with the PSA would include, among other obligations, Consultant's:

   a. Electronically sign a Letter of Assent (LOA) for each covered District project to which the Consultant is assigned. Effective immediately, the District will no longer accept hard copies of the LOAs. You are required to electronically execute the PSA LOA via the District's LCP online Certified Payroll System at www.laschools.org/lcp. This is a requirement for the prime contractor and subcontractors of every tier. For more information and/or technical support, please call (213) 241-4647 or email lcp@lausd.net.

   b. Following the PSA guidelines regarding hiring procedures;

   c. Making and timely submitting certified payroll reports;

   d. Paying minimum prevailing wages, where applicable;

   e. Executing union participation agreements when appropriate (as specified by the PSA);

   f. Making fringe benefit contributions based upon the certified payroll reports, participation agreements, and Letters of Assent.

26. PROJECT STABILIZATION AGREEMENT (PSA)-*(if applicable)* continued

6) If the PSA applies to these Services, Consultant must also comply with all of the following provisions:

   a. Consultant must post flyers provided by the District relating to employee benefits at appropriate and conspicuous locations on Project site.

   b. Consultant shall cause a sign to be posted on the job site stating, in English and Spanish, in large enough print to read from a reasonable distance, no less than 32 point font size, "Employees: Your employee benefits payments are being paid to a trust fund on your behalf. Your employer must provide you information about your benefits and make documentation bout your benefits available to you.

   c. Consultant must submit with its final Application for Payment a certification that Consultant and all Subcontractors have paid all benefit contributions due and owing to the appropriate trust fund(s). If District Web-Based Certified Payroll Reporting System contains a form for such certification, Consultant must use such form and submit it in the method required by District Web-based Certified Payroll Reporting system.

   d. Prior to making final payment to each Subcontractor, Consultant shall obtain written releases from all appropriate trust funds affirming that such Subcontractor has paid all required employee benefits.

7) To the extent that the Services include the services of a craft covered by the PSA, and the other PSA criteria listed above apply, Consultant agrees to comply with the PSA. The PSA will supersede the Master Labor Agreement when a subject is covered in both agreements, per section 2.7 of the PSA. The State of California Director of Industrial Relations, General Prevailing Wage Determinations, supersedes both the PSA and Master Labor Agreement.

8) District Labor Compliance Program may monitor the timely payment of employee benefits to the appropriate trust fund in accordance with the PSA and Labor Code section 1771.5.

27. USAC FUNDING CONDITION

The District intends to apply for funding for the Work from the E-Rate program. Therefore, Contractor must be a Service Provider registered with the USAC. While the District's written notification of its selection to Contractor will constitute the award of a contract, the commencement of Work and all payments to Contractor are subject to issuance of a NTP or purchase order. Contractor is responsible for maintaining contact with the District to ensure all milestones are met. Under no circumstances shall the commencement of Work start prior to July 1 of the applicable E-Rate funding year.

The District shall have no obligation, financial or otherwise, to Contractor prior to the issuance of a NTP or purchase order under the Contract to Contractor. The District reserves the right to modify or terminate the Contract based on the funding level approved by the USAC. The District will notify Contractor of any changes in writing. The District understands that certain equipment and services offered are not eligible for E-Rate.

28. ISSUANCE OF NOTICE TO PROCEED BEFORE E-RATE FUNDING AND REBATES

Notwithstanding the foregoing, the District may in its sole discretion issue a NTP to Contractor before the USAC funds the Work. If, at the time District's issuance of the NTP, the USAC has not funded any or all amounts of the Contract, the District reserves the right to 1) issue a NTP for reduced services, 2) reduce the number of accounts/sites, or 3) terminate the Contract. If the USAC funds the Work after the NTP is issued to Contractor, the District will amend the NTP to reflect USAC funding. If the District remits payment to Contractor under the NTP for any products and/or services which qualify for E-Rate funding, the invoicing and payment process set forth in Section II.A.9, shall apply.

The District reserves the right to reduce the scope and contract award if USAC funding is reduced, and/or if the USAC funds after July 1 of the applicable E-Rate year.

CONTRACTOR AGREES TO COMPLY WITH ALL APPLICABLE E-RATE RULES AND REGULATIONS AS ESTABLISHED BY THE UNIVERSAL SERVICE FUND ADMINISTRATIVE COMPANY (USAC) AND THE FEDERAL COMMUNICATIONS COMMISSION (FCC). TO THE EXTENT ANY PROVISIONS SET FORTH IN THIS CONTRACT CONFLICT WITH OR CONTRAVENE THOSE RULES AND REGULATIONS,

CONTRACTOR WILL PROCEED UNDER SECTION 35, "JOINTLY SEEK CLARIFICATION OF E- RATE REQUIREMENTS." SUBJECT TO SECTION 35, CONTRACTOR WILL COMPLY WITH THE APPLICABLE E-RATE RULES AND REGULATIONS. TO CONTRACTOR'S KNOWDLEGE AT THE TIME OF SIGNING, CONTRACTOR IS NOT AWARE OF ANY PRESENT CONFLICT.

29. PAYMENT ON REDUCTION OR TERMINATION OF USAC FUNDING

In addition to any other rights of the District under this Contract, including without limitation those set forth in Section II, "Term of Contract." Section 274, "USAC Funding Condition," Section 285, "Issuance of Notice to proceed Before E-rate Funding and Rebates," and Section 34 "Budget Contingency," in the event that, after the District has issued a NTP to Contractor, the USAC notifies the District in writing that the USAC is terminating or reducing funding with respect to the Work:

(i) The District shall pay Contractor for all Work performed and all equipment delivered by Contractor which has been observed and verified by the District as being in compliance with this Contract, and for which Contractor has invoiced the District prior to the date upon which the District received such notice from the USAC of funding termination or reduction ("USAC Notice of Decreased Funding Date"); provided however that such Work and equipment are in compliance with the terms and conditions of the Contract; and

(ii) In the event that invoice payments are made by the USAC using Service Provider Invoice (SPI), then District shall pay Contractor the applicable designated percentage match, or in the event that invoice payments are made by the USAC using Billed Entity Applicant Reimbursement (BEAR), District will pay the Contractor the Contract price

for any goods and services with respect to any Work performed or any equipment delivered prior to the USAC Notice of Decreased Funding Date which has been observed and verified by the District as being in compliance with this Contract, but for which Contractor has not invoiced the District; provided however that such Work and equipment are in compliance with the terms and conditions of the Contract.

Notwithstanding the foregoing, District shall not be obligated to pay Contractor for Work performed and delivered by Contractor, whether before or after the USAC Notice of Decreased Funding Date, in the event that the USAC reduced or terminated E-rate funding or reimbursement with respect to the Work as a result of any of the following: (a) the Contractor failing to follow all applicable E-rate related statutes, rules and regulations either with respect to this Contract, or with respect to any other contract with the District or another entity; (b) Contractor's breach of this Contract; or (c) Contractor providing the District or the USAC with inaccurate information in connection with the District's Form 471 filing, FCC Form 474, or in connection with an USAC audit.

30. AUTHORIZED DISTRICT PERSONNEL

The Contract shall be under the direction and subject to the approval of the Chief Procurement Officer**,** or designated representative.

The District authorized representative for contractual matters shall be: See Section II.A, #11 Authorized District Representative, page 17.

The District authorized representative for technical and project management matters ("Project Manager") shall be:

Robert Gutierrez
Information Technology Division
Los Angeles Unified School District
323-224-2237
E-mail: robert.x.gutierrez@lausd.net

The District authorized representative for issues regarding E-rate, including E-rate regulations and procedures, shall be:

Daphne Congdon
Director, IT Finance and Administration

IT Support Services
Information Technology Division
Los Angeles Unified School District
213-241-1073
E-mail: daphne.congdon@lausd.net

31. DISTRICT RIGHTS

The District reserves the right to:

A. Renegotiate or revise the Contract based upon material USAC rule changes prior to and/or after the Effective Date of the Contract.

B. Terminate the Contract at any time, with or without cause, before or after the USAC's funding decision (subject to the provisions of Section 8, "Contract Termination" and Section 34, "Budget Contingency");

C. Contract with other contractors for performance of services or equipment within the definition of the Work;

D. Reduce the scope of the Work and funding;

E. Add and/or remove schools; and

Exercise any other right or take any other action permitted by law.

32. PREFERENTIAL PRICING; MOST FAVORED CUSTOMER; AGREED UPON PRICE REDUCTIONS

Pursuant to the FCC Lowest Corresponding Price Requirement (47 C.F.R. § 54.511(b)), during the term of the contract, the District shall be given the benefit of any lower prices which may, for comparable or lesser quantity and delivery under similar terms and conditions (or terms and conditions more favorable to Contractor), be given by the Contractor to any District contract, non-residential customer for any products or services listed herein or constituting part of the Work. Without limiting the generality of the foregoing, the prices in this Contract shall be automatically reduced to the price therefor contained in any present or future contract.

In addition, the parties may at any time and from time to time mutually agree to prices lower than those set forth in this Contract.

33. PRODUCT SUBSTITUTION/MANUFACTURER'S BRAND CHANGE

This Contract does NOT allow for product substitutions without written authorization by an authorized District representative and the designated E-Rate coordinator. If, during the course of the Contract, there is a manufacturer's brand change or change in product specifications, Contractor shall submit specifications, brochures and/or a sample (upon request), for approval prior to any future shipment.

If equipment or models become obsolete and no longer available due to advances in technology, the Contractor shall provide technical specifications of the new models or upgrades for evaluation and acceptance by the District. Upon evaluation and acceptance of the new models or upgrades by the District and USAC approved service substitutions, all future orders and deliveries of such new models or upgrades shall be considered acceptable. If the new brand is accepted, the following additional terms and conditions shall apply:

The cost of the new models or upgrades will be equal to or less than the cost of the equipment it logically replaces.

No substitutions shall be made without prior written permission by the District. Contractor shall ensure that all substitutions comply with FCC rules and guidelines and USAC procedures.

Contractor will work with the District's ITD E-Rate Office and ITD Project Management Office to prepare the required documentation for submittal to the USAC. The District's quality assurance process and the test and acceptance of the product installation do not constitute an approved services substitution. The District shall not be responsible for any costs associated with service substitutions or contractual changes not approved by the District and the USAC, unless specifically authorized in writing by the District. If at any time it is discovered that the Contractor failed to obtain District authorization and approval for a product or service substitution, the Contractor shall bear (and reimburse the District for) any and all penalties, reimbursements, replacement costs, and any other costs associated with any unauthorized unapproved substitutions. The District reserves the right to assess, as liquidated damages, up to ten (10) percent above any USAC penalties, reimbursements, replacement or any other costs associated with the Contractor failing to obtain product or service substitutions.

Please refer to the USAC website for more information.

34. BUDGET CONTINGENCY

If funding for any fiscal year is reduced or terminated by the Board of Education or USAC with respect to this Contract, the District shall have the option, in the District's sole and absolute discretion, to modify the Contract (including without limitation, reducing the Scope of Work), with no liability occurring to the District.

35. JOINTLY SEEK CLARIFICATION OF E-RATE REQUIREMENTS

In the event that Contractor (a) believes that there is a conflict between this Contract and applicable E-rate, USAC or FCC procedures or requirements, or (b) believes that any portion of the Work or any goods or services to be provided by Contractor hereunder is not eligible for E-rate funding, discounts or reimbursements, or (c) disagrees with the District's interpretation of any E-rate procedures or requirements which such District interpretation materially adversely affects Contractor's performance of this Contract or Contractor's rights under this Contract (an "USAC Issue"), Contractor shall promptly notify the District in writing of the USAC Issue, prior to commencing performance of the Work in question (including without limitation, prior to installation of equipment which Contractor believes is not eligible for e-rate funding or reimbursement).

If the District and Contractor are unable to mutually agree upon a resolution of the USAC Issue within 45 calendar days of the District's receipt of notice from Contractor of the USAC Issue, the District shall submit the USAC Issue to the USAC for determination. The Contractor will cooperate with the District in seeking resolution of the USAC Issue, including promptly providing information requested by the District regarding the USAC Issue. The Contractor will promptly provide to the USAC, the FCC or any other Federal governmental entity any information requested by such governmental entity with respect to the USAC Issue. Until the USAC Issue is resolved either by the USAC or the completion of any appeal of the USAC's determination, the District shall not be obligated to make any payment to Contractor for any Work or invoice to which the USAC Issue relates. In the event that the USAC (or such appeal) determines the USAC issue such that any portion of the Work, goods or services to be provided by Contractor hereunder are not eligible for E-rate funding, discounts or reimbursement, the parties shall mutually agree whether to reduce the contract scope to eliminate such ineligible item, or have Contractor provide such ineligible item with the Contract price therefor to be paid by the District.

THIS SPACE LEFT INTENTIONALLY BLANK

SECTION V.

LOS ANGELES UNIFIED SCHOOL DISTRICT

IFB No.: 2233823762

Network Equipment and Related Services
SMALL BUSINESS ENTERPRISE (SBE) AND MICRO-BUSINESS UTILIZATION PROGRAM

A. It is the District's policy to encourage participation by Small Business Enterprise (SBE) and Micro-business (Micro) firms in District contract activity. The District's Board of Education established a SBE/Micro participation goal "of 25 percent for all contracts and procurement activities." All bidders/proposers must include a completed SBE/Micro Utilization Report in their bid/proposal even if that bidder/proposer's anticipated use of SBE and Micro firms is zero. Bidders/proposers that are SBE certified through a reciprocal agency, including Micro certification through the State of CA Department of General Services (DGS), and those bidders/proposers that are not SBE certified, – but meet the US Small Business Administration (SBA) size standards for SBE eligibility, must still apply for a District issued certification through the Supplier Portal(SAP system). The use of partners/subcontractors who are SBE or Micro certified will also be accepted, provided the partner/subcontractor is certified through the Supplier Portal (District SAP system).

SBE Size standards may be viewed at:
https://www.sba.gov/document/support-table-size-standards

State of CA DGS Micro- Business standards may be viewed at:
https://www.dgs.ca.gov/PD-OSDS

B. The LAUSD affirmatively assures that all firms will be afforded full opportunity to submit bids/proposals in response to this IFB/RFP and will not be discriminated against on the grounds of race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions) in consideration for an award.

C. To become certified by the District, or to document acceptable certification received from a reciprocal agency, you must have a LAUSD SAP Vendor Number and completed Ariba registration. Once you have your LAUSD and Ariba registration complete, contact LAUSD Vendor Services Unit at psgvsu@lausd.net and let them know you want to apply/renew for SBE/MIC/VBE certification. They will confirm your LAUSD vendor number, completed Ariba registration, and the email contact listed on the account. VSU will then send a modular questionnaire through the Ariba Network for you to act on and complete your SBE, MIC and/or VBE application.

Brand New Vendors who have never done business with LAUSD can start the registration process for an LAUSD Supplier number by visiting the Self Registration Page.

D. Firms that do not appear in the District's system as SBE or Micro certified, through the process outlined above, may be determined to have no SBE or Micro participation.

MONITORING/PENALTIES
If any firm listed on the SBE Utilization Report as an SBE or Micro is found not to be, that may affect the LAUSD's determination of whether the submitting firm is sufficiently responsible to be a LAUSD vendor partner.

LOS ANGELES UNIFIED SCHOOL DISTRICT

IFB No.: 2233823762

Network Equipment and Related Services
VETERAN AND DISABLED BUSINESS ENTERPRISE (VBE/DVBE) UTILIZATION PROGRAM

A. It is the District's policy to encourage participation by all Veteran Business Enterprise (VBE) and Disabled Veteran Business Enterprises (DVBE) firms in District contract activity. The District's Board of Education has established a VBE/DVBE participation goal of five percent (5%) for all contracts and procurement activities. All Bidders/Proposers must detail their VBE/DVBE status on the VBE/DVBE Utilization Report. In order to be credited with any claimed VBE/DVBE participation, Bidders/Proposers must apply for, or have received VBE/DVBE certification status through the Supplier Portal (SAP system).

B. To apply for VBE/DVBE certification, a firm must be a registered vendor with an LAUSD SAP Ariba Vendor Number. If you already have a SAP Vendor Number, you may access your vendor profile through the Supplier Portal and apply for VBE/DVBE certification at SAP Business Network Supplier

Brand new suppliers, who have never done business with LAUSD can start the registration process for an LAUSD Supplier number and apply for VBE/DVBE certification at: Self Registration Page.

C. Firms that have a valid DVBE certification from the California Department of General Services or meet all of the VBE eligibility requirements listed below, must also apply for certification in the District's SAP system in order to be considered VBE/DVBE for the purposes of this program. The use of VBE/DVBE partners/subcontractors will also be accepted, provided the partner/subcontractor has received or applied for DVBE or VBE certification through the Supplier Portal (District SAP system).

DVBE certification eligibility requirements are available at:
DVBEEligibilityandSupportDocs04262019 (2).pdf
https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise

VBE certification eligibility requirements to verify status:

1. DD214 (Certificate of Discharge from Active Duty)
2. Organization Type (one of the following)

a. Business Entities Records Request Form: Articles of Organization document - CA Sec of State for Corp/LLC
b. DBA Registration document (if Sole Proprietor)

3. VBE letter confirming:

a. 51% plus ownership by Veteran(s)
b. 30 plus hours per week dedicated to VBE

D. The LAUSD affirmatively assures that all firms will be afforded full opportunity to submit bids/proposals in response to this IFB/RFP and will not be discriminated against on the grounds of race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition) in consideration for an award.

LOS ANGELES UNIFIED SCHOOL DISTRICT
DISABLED VETERAN ENTERPRISE PROGRAM
UTILIZATION REPORT

IFB No.: 2233823762
Network Equipment and Related Services

The Los Angeles Unified School District encourages participation by all Veteran Enterprise Businesses (VBE) and Disabled Veteran Business Enterprise (DVBE) firms in procurement activity. Proposers/ Bidders must execute a copy of this Report, include it with their RFP/IFB response and apply for, or have received DVBE/VBE status in the District's SAP system.

Bidders/proposers that are DVBE/VBE firms shall check one of the first two boxes on the form. Majority firms responding to the bid may list DVBE/VBE sub-contractors/partners.

Firm Name _____ **RFP#** _____

DVBE STATUS (check one)

☐ Our firm(s) is a certified DVBE certified by the California Department of General Services. DGS No. _____

☐ Our firm(s) is a VBE and meets LAUSD's stated VBE certification eligibility requirements.

☐ Our firm utilizes DVBE/VBE sub-contractors/sub-consultants. (List DVBE/VBE firms utilized, including their DGS number or other required documents, and the percentage)

Sub-contractors/ Sub-consultants	SBE/Micro (Yes/No)	% Participation	Work to be Performed	LAUSD Vendor #*

☐ No DVBE utilization

By signing below, bidders/proposers represent that this is an accurate representation of the DVBE status or utilization for the firm(s) participating in this solicitation.

Firm Name _____

Representative _____ **Title** _____

Signature _____ **Date** _____ **Telephone** _____

* Proposers can register for a LAUSD vendor number and apply for SBE certification at PCAB Vendor Services - PCAB - Procurement Services Division, by visiting the Self Registration Page. If you have any questions or need assistance registering, you can contact our Vendor Services Unit at (562) 654-9404 or psg-vsu@lausd.net.

LOS ANGELES UNIFIED SCHOOL DISTRICT
WOMEN BUSINESS ENTERPRISE (WBE) PROGRAM
UTILIZATION REPORT

IFB No.: 2233823762
Network Equipment and Related Services

The Los Angeles Unified School District encourages participation by Women Business Enterprise (WBE) firms in procurement activity. Bidders/proposers including WBE firms in their responses must execute a copy of this Report and include it with their RFP/IFB response. Firms which do not return this report may be determined to have no WBE participation. Bidders/proposers that are WBE firms shall check the first box on the form. Majority firms responding to the WBE program will list WBE Subcontractors/partners.

WBE STATUS (check one)

☐ Our firm(s) is a certified-WBE by _____
Expiration Date:

_____

☐ Our firm utilizes WBE subcontractors. (List WBE firms utilized, including their planned percentage usage.) Provide copies of all WBE certifications with this form.

Prime & Subconsultants/Subcontractors	WBE (Yes/No)	% Participation	Work to be Performed	LAUSD Vendor Number*

☐ No WBE Utilization

By signing below, bidders/proposers represent that this is an accurate representation of the WBE status or utilization for the firm(s) participating in this contract.

Firm Name _____

Representative _____ **Title** _____

Signature _____ **Date** _____ **Telephone** _____

* Proposers can register for a LAUSD vendor number and apply for SBE certification at PCAB Vendor Services - PCAB - Procurement Services Division, by visiting the Self Registration Page. If you have any questions or need assistance registering, you can contact our Vendor Services Unit at (562) 654-9404 or psg-vsu@lausd.net.

* For WBE certification, apply at the City of Los Angeles – website address: https://bca.lacity.org/Uploads/cca/MBE_WBE_CERT_Application.pdf

FOR INFORMATIONAL PURPOSES ONLY

LOS ANGELES UNIFIED SCHOOL DISTRICT
MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM
UTILIZATION REPORT

IFB No.: 2233823762
Network Equipment and Related Services

The Los Angeles Unified School District encourages participation by Minority Business Enterprise (MBE) firms in procurement activity. Bidders/proposers including MBE firms in their responses must execute a copy of this Report and include it with their RFP/IFB response. Firms which do not return this report may be determined to have no MBE participation. Bidders/proposers that are MBE firms shall check the first box on the form. Majority firms responding to the MBE program will list MBE Subcontractors/partners.

MBE STATUS (check one)

☐ Our firm(s) is a certified-MBE by _____
Expiration Date: _____

☐ Our firm utilizes MBE subcontractors. (List MBE firms utilized, including their planned percentage usage.) Provide copies of all MBE certifications with this form.

Prime & Subconsultants/Subcontractors	MBE (Yes/No)	% Participation	Work to be Performed	LAUSD Vendor Number*

☐ No MBE Utilization

By signing below, bidders/proposers represent that this is an accurate representation of the MBE status or utilization for the firm(s) participating in this contract.

Firm Name _____

Representative _____ **Title** _____

Signature _____ **Date** _____ **Telephone** _____

* Proposers can register for a LAUSD vendor number and apply for SBE certification at PCAB Vendor Services - PCAB - Procurement Services Division, by visiting the Self Registration Page. If you have any questions or need assistance registering, you can contact our Vendor Services Unit at (562) 654-9404 or psg-vsu@lausd.net.

* For MBE certification, apply at the City of Los Angeles – website address: https://bca.lacity.org/Uploads/cca/MBE_WBE_CERT_Application.pdf

FOR INFORMATIONAL PURPOSES ONLY

FRAUD IS INVESTIGATED BY THE OFFICE OF THE INSPECTOR GENERAL

The Inspector General of the Los Angeles Unified School District has statutory authority to audit and investigate persons and companies that do business with the District. Identified criminal acts including fraud, kickbacks, theft, and conspiracy are pursued to the greatest extent of the law, in conjunction with Federal, State, and Local law enforcement partner agencies.

Examples of offenses and corresponding maximum sentences are:

15 U.S.C. §1 Conspiracy to Restrain Trade - 10 years
18 U.S.C. §1341 Mail Fraud - 20 years
18 U.S.C. §1344 Bank Fraud - 30 years
18 U.S.C. §1349 Conspiracy to Commit Wire Fraud - 20 years
18 U.S.C. §1956 Money Laundering - 20 years
California Penal Code §487 Grand Theft – 3 years

Offenses carry potential fines of up to $1,000,000.

Call the OIG Hotline at ***(213) 241-7778*** *or visit* ***http://achieve.lausd.net/oig***

APPENDIX D – PROVISIONS REQUIRED OF FEDERALLY FUNDED CONTRACTS

PROVISIONS REQUIRED OF FEDERALLY FUNDED CONTRACTS

The Contractor acknowledges and agrees that the District intends to seek federal funds to pay for or reimburse expenses for equipment or services rendered under the Agreement, and the language contained in this Schedule is required by law and promulgated in federal regulations governing the District.

Therefore, the applicable clauses provided in Appendix II to the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326 and certain contract clauses recommended by FEMA, all as more particularly set forth in this Schedule, shall apply to the Agreement. A list of the required contract provisions and their applicability is provided in **Attachment A**, which is attached hereto and incorporated herein.

The Contractor and the District agree to the following terms and conditions:

1. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the total contract sum under the Agreement exceeds $150,000, the Contractor agrees to comply with the below provisions pertaining to the Clean Air Act and Federal Water Pollution Control Act.

Clean Air Act

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Contractor agrees to report each violation that occurs in the course of the Contractor performing services under the Agreement to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. Acknowledging that the Agreement may be funded, in whole or in part, with federal assistance provided by FEMA, the Contractor agrees to include the foregoing Clean Air Act requirements in each subcontract exceeding $150,000 that is entered into by the Contractor in connection with services rendered under the Agreement.

Federal Water Pollution Control Act

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation that occurs in the course of the Contractor performing services under the Agreement to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. Acknowledging that the Agreement may be funded, in whole or in part, with federal assistance provided by FEMA, the Contractor agrees to include the forgoing Federal Water Pollution Control Act requirements in each subcontract exceeding $150,000 that is entered into by Contractor in connection with services rendered under the Agreement.

2. DEBARMENT AND SUSPENSION

Suspension and Debarment

1. The Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor hereby verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and the Contractor agrees to include a requirement to comply with these regulations in each subcontract exceeding $25,000 that is entered into by the Contractor in connection with services rendered under the Agreement.

c. This certification is a material representation of fact relied upon by the District. If it is later determined that, during the course of the Contractor performing services under the Agreement, the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the federal government may pursue available remedies, including but not limited to suspension and/or debarment of Contractor or the applicable subcontractor.

3. BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352

The Contractor agrees to comply with the below provision required by FEMA. If the total contract sum under the Agreement is at least $100,000, the Contractor shall, upon five (5) business days of the District's request file with

the District (or any other public agency designated by the District), the certification as shown on **Attachment B** to this Exhibit (*i.e.*, the referenced "required certification").

"Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency."

4. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of the Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired—
    1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    2. Meeting contract performance requirements; or
    3. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program

3. The Contractor also agrees to use best efforts to comply with all other requirements of Section 6002 of the Solid Waste Disposal Act applicable to federal procurement.

5. ACCESS TO RECORDS

a. The following access to records requirements apply to this Agreement:

i. The Contractor agrees to provide the District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions of such documents, papers, and records as reasonably needed.

iii. In compliance with the Disaster Recovery Act of 2018, the District and the Contractor acknowledge and agree that no language in the Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

6. DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

7. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

8. NO OBLIGATION BY FEDERAL GOVERNMENT

The Contractor hereby acknowledges and accepts that the federal government is not a party to the Agreement and is not subject to any obligations or liabilities to the District, Contractor, or any other party pertaining to any matter resulting from the Agreement.

9. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Agreement.

Exhibit E- Attachment A

	Provision	Contract Criteria	Required/Applicability
1.	Clean Air Act and Federal Water Pollution Control Act	>$150k	Yes
2.	Debarment and Suspension	All (>$25k)	Yes
3.	Byrd Anti-Lobbying Amendment	All (>$100k: Certification)	Yes. Exact language and certification (certification required for contracts exceeding $100,000)
4.	Procurement of Recovered Materials	All	Yes
5.	Access to Records	All	Recommended and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
6.	DHS Seal, Logo, and Flags	All	Recommended and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
7.	Compliance with Federal Law, Regulations and Executive Orders	All	Recommended and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
8.	No Obligation by Federal Government	All	Recommended and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
9.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Recommended and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.

Exhibit E- Attachment B

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements Contractor 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 an 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 contract, the making 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 Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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, U.S. 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.

APPENDIX E – ELECTRONIC FUNDS TRANSFER(EFT) PAYMENT ENROLLMENT FORM

Los Angeles County Office of Education
Leading Educators • Supporting Students • Serving Communities

Electronic Funds Transfer (EFT) Payment Enrollment Form

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment related information processed through the PeopleSoft Financial System by the Los Angeles County Office of Education. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with Privacy Act of 1974. All information collected on this form is required under the provision of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Los Angeles County Office of Education to transmit payment data, by electronic file transfer to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

ACCOUNT VALIDATION

For the purpose of EFT payments, vendors are requested to ensure the account specified on this enrollment form remains active. Vendors shall notify the appropriate party(s) for any changes related to the ability of the specified account to receive ACH payment.

- **Vendors complete Sections I and II.**
- **Financial Institutions complete Section III.**
- **Local Educational Agencies complete Section IV.**

Section I - *Please check appropriate box(es).*

☐ New EFT Account ☐ Change in Bank Account or Mailing Address or Contact ☐ Delete EFT Account

Section II

PAYEE/COMPANY INFORMATION

NAME OF PAYEE/COMPANY	LAUSD VENDOR NUMBER	FEIN

ADDRESS OF PAYEE/COMPANY (NUMBER, STREET, CITY, STATE, AND ZIP CODE)

NAME OF CONTACT PERSON	EMAIL ADDRESS OF CONTACT PERSON	TELEPHONE NUMBER
		( )

I hereby authorize the Los Angeles County Office of Education to initiate credit entries for vendor payments to the account indicated below, and the depository named below is authorized to credit such account. Pursuant to the National Automated Clearing House Association rules, the Los Angeles County Office of Education may initiate a reversing entry or reversing file to recall a duplicate or erroneous entry or file which they previously initiated. If the reversal attempt fails, the Los Angeles County Office of Education may employ other appropriate means to correct the error.

AUTHORIZED SIGNATURE	PRINT NAME	DATE SIGNED

TITLE

Section III

FINANCIAL INSTITUTION INFORMATION

NAME OF FINANCIAL INSTITUTION

ADDRESS (NUMBER, STREET, CITY, STATE, AND ZIP CODE)

NAME OF ACH COORDINATOR (PLEASE PRINT)	TELEPHONE NUMBER
	( )

NINE DIGIT ROUTING TRANSIT NUMBER: ☐☐☐☐☐☐☐☐☐

TYPE(S) OF ACCOUNT ☐ SAVINGS ☐ CHECKING

DEPOSITOR ACCOUNT NUMBER (NOT TO EXCEED 17 DIGITS) ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

FORM NO 503 913 Rev 08 03 2006

Section IV

LOCAL EDUCATIONAL AGENCY INFORMATION		
NAME OF AGENCY		FEIN
ADDRESS OF AGENCY (NUMBER, STREET, CITY, STATE, AND ZIP CODE)		
NAME OF CONTACT PERSON	FAX NUMBER ( )	TELEPHONE NUMBER ( )

INSTRUCTIONS FOR COMPLETING ENROLLMENT FORM

1. **Section I - Desired Activity**

   Payee checks the box indicating the desired action, e.g. **ADD, MODIFY**, or **DELETE**

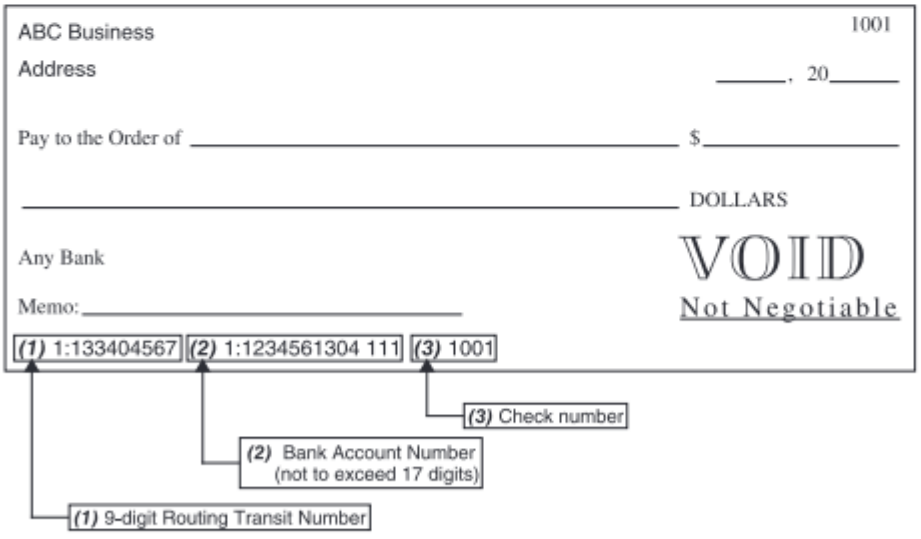
2. **Section II - Payee/Company Information Section**

   Payee prints or types the name of the payee/company and address that will receive ACH vendor payments, Federal Employer ID (FEIN), designated contact person and assigned telephone number.

3. **Section III - Financial Institution Information Section**

   Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. The financial institution also enters type of account to be used, e.g. checking or savings into the appropriate box.

   Footnote - A voided check or savings deposit slip may be required by the Local Educational Agency for the verification of bank account and routing transit numbers. An example of a voided check, shown below, indicates where to locate the routing transit number for your bank and your bank account number. Remember to mark the word "VOID" across the front of your check or savings deposit slip.



4. **Section IV - Local Educational Agency Information Section**

   Local Educational Agency types or prints name and address of the agency and provides contact information.

FORM NUMBER 503-913 (Backer) Rev. 06-12-2006

LOS ANGELES UNIFIED SCHOOL DISTRICT
Accounting and Disbursements
Division Accounts Payable Branch

AUSTIN BEUTNER
Superintendent

JOY MAYOR
Interim Controller

MEGAN K. REILLY
Deputy Superintendent

TIMOTHY S. ROSNICK
Deputy Controller

DAVID D. HART
Chief Financial Officer

JOSIE ALEJO
Director

1. LUIS BUENDIA
Interim Deputy Chief Financial Officer

May 05, 2020

Dear Vendor,

Beginning July 1, 2020, all LAUSD vendors, suppliers, contractors, and consultants will be required to use direct deposit via Electronic Funds Transfer (EFT) to receive payment from LAUSD. This is a faster, more efficient payment method for goods and/or services rendered. EFT payments provide an alternative to paper checks, affording you the following advantages:

- Better cash management forecasting
- Accelerated funds availability and certainty of delivery (removes 3 to 5 days of mailing time)
- Elimination of paper check handling and check depositing
- Removal of risk of checks lost or stolen in mail
- Reduction of bank service charges
- Reduction of paper waste

As an EFT vendor, you will receive your payments directly to your designated savings or checking account. A remittance detail notifying you of an upcoming payment will be provided via email, one day prior to payment.

Although vendors will not be required to use EFT for payments until July 1, 2020, this service is available now. To enroll in EFT payment, complete the attached Electronic Funds Transfer Payment Enrollment form. Please email completed signed form to accounts.payable@lausd.net The EFT Payment Enrollment process may take up to three weeks to complete.

For additional information, see attached EFT Frequently Asked Questions (FAQs). You may also contact Accounts Payable at (213) 241-4800 or email accounts.payable@lausd.net.
Thank you.

Accounts Payable

Attachments

FAQ's

1. **How do I get started?**
Complete Sections I, II, and III of the LACOE Electronic Funds Transfer (EFT) Payment Enrollment. Absence of any information will delay your application process.

2. **Where can I find my LAUSD Vendor Number?**
Your LAUSD Vendor Number is a 10-digit number located on your payment check.

3. **Why do I need to provide my FEIN?**
You need to provide your FEIN so we can confirm your information with your vendor information on file with LAUSD.

4. **Does my financial institution have to fill out Section III?**
Section III does not have to be filled out by your financial institution. You can complete this section. A copy of your voided check must be submitted with your enrollment form. If voided check is not available, a letter from your financial institution with your banking information signed by your financial institution authorized person must be submitted with the enrollment form.

5. **What information should I put on Section IV – Local Educational Agency Information?**
Section IV is no longer required.

6. **How long does the ACH/EFT enrollment process take?**
The ACH/EFT enrollment process takes up to 3 weeks to complete.

7. **What needs to happen if there is a change of bank account numbers or financial institutions?**
Any change to your banking information will require a new ACH/EFT form submittal.

8. **Our company has a standard letter that outlines our banking information to be used for ACH/EFT. Can you accept this letter instead of completing an enrollment form?** Accounts Payable cannot accept letters that outlines banking information to be used for ACH/EFT. Submit a completed LACOE Electronic Funds Transfer (EFT) Payment Enrollment.

9. **If I have any additional questions, who may I contact?** Please contact Accounts Payable at (213) 241-4800 or email accounts.payable@lausd.net.

Attachment F – LEVERAGING DISTRICT PURCHASING POWER

Los Angeles Unified School District

PROCUREMENT SERVICES DEPARTMENT

333 South Beaudry Avenue, 28th Floor, Los Angeles, CA 90017

Telephone (213) 241-3087 ◆ Fax (213) 241-2853

ANDRÉS E. CHAIT
Acting Superintendent

KARLA ESTRADA
Deputy Superintendent of Instruction

PEDRO SALCIDO
Deputy Superintendent of Business Services & Operations

SAMAN BRAVO-KARIMI
Chief Financial Officer

MATTHEW A. FRIEDMAN
Chief Procurement Officer

Re: LEVERAGING DISTRICT PURCHASING POWER TO DEFEND IMMIGRANT FAMILIES AND HUMAN DIGNITY

Pursuant to LAUSD Board resolution 044-25/26, Leveraging District Purchasing Power to Defend Immigrant Families and Human Dignity, LAUSD requires you to respond to the following:

☐Yes. My organization engages in and/or provides services that support detention, surveillance, civil immigration enforcement or data-driven practices conducted by U.S. Immigration and Customs Enforcement (ICE), U.S. Customs and Border Protection (CBP), the U.S. Department of Homeland Security (DHS), or other federal agencies or contractors engaged in or related to civil immigration enforcement, detention, or related surveillance practices, through external contracts, financial contributions, donations, sponsorships, partnerships, or other business activities.

☐No. My organization does not engage in and/or provide services that support detention, surveillance, civil immigration enforcement or data-driven practices conducted by U.S. Immigration and Customs Enforcement (ICE), U.S. Customs and Border Protection (CBP), the U.S. Department of Homeland Security (DHS), or other federal agencies or contractors engaged in or related to civil immigration enforcement, detention, or related surveillance practices through external contracts, financial contributions, donations, sponsorships, partnerships, or other business activities.

Point of Contact Information:

Company Name: _____ Contact Name: _____