REQUEST FOR PROPOSAL

Network Electronics

LITTLE LAKE CITY SCHOOL DISTRICT
10515 PIONEER BLVD.
SANTA FE SPRINGS, CA. 90670

OWNER'S REPRESENTATIVE:

INFINITY COMMUNICATIONS & COMPLIANCE

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0818-27C.1

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BID INTRODUCTION

Little Lake City School District, hereafter referred to as Owner or District, is seeking Proposal from qualified Bidders to furnish specialized technology equipment. The Owner and their governing board have determined that it is in the best interest of the Owner to procure these goods and services through the competitive negotiations process, pursuant to CA Public Contract Code Section 20118.2 for the furnishing of technology equipment for Request for Proposal (RFP) 0818-27C.1 Network Electronics for Little Lake City School District. The Owner intends to award a Contract for equipment to the qualified Bidders whose Proposal is the most advantageous to the District.

All bids shall be submitted to the project website at https://projects.infinitycomm.com by **November 30, 2026** up to, but no later than, **12:00PM PST**. Proposals will not be received after the specified due date, time. Bids received in any other format or method, will not be accepted.

Each bid must conform to the RFP and bid documents. Copies of the RFP and bid documents are available and must be obtained from the following websites: https://projects.infinitycomm.com & www.usac.org.

The services requested depend on partial funding from the School and Libraries Division's E-Rate Program. All contracts entered into as a result of this advertisement shall be contingent upon the approval of discounts from the Universal Services Administrative Company (USAC) and the OWNER's acceptance of the discounts. The Contractor shall be responsible to invoice and collect payment of the discounted contract amount from USAC unless otherwise specified or directed by the Owner. The undiscounted contract amount will be the maximum amount that the OWNER is liable. On the day of the bid the Contractor shall supply their Service Provider Identification Number (SPIN) and must certify that their SPIN is "current", to have their proposal considered.

This project is anticipated to start after July 1, 2027, and will have a estimated duration of Ninety (90) days. All work shall be completed per the agreed upon project schedule, but no later than September 30, 2028.

The Owner reserves the right to reject any and all bids and to waive any irregularities or informalities in any bids or in the bidding. No bidder may withdraw his bid for a period of 30 days after the date set for the opening of bids. All questions pertaining to this RFP must be submitted through the project website at https://projects.infinitycomm.com.

Board of Education of the Little Lake City School District

Project #0818-27C.1

INSTRUCTIONS TO BIDDERS

READ THIS DOCUMENT CAREFULLY.
DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS
YOU MAY HAVE SEEN, EVEN IF FROM THE SAME OWNER.

PREPARATION OF BID FORMS

The Bidder's Price must be completed in full and shall be submitted on the prescribed Proposal Form. All Bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures as indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons shall be in longhand. Prices, wording, and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the Bidder.

When submitting a digital Bid Response, the Bidder is responsible for ensuring that all documents are legible. Submitting documents that fail to be legible will not be reviewed and will result in the resolution that the Bid is non-responsive. All submitted Bid Documents shall be no larger than 10Mb per file.

FORM AND DELIVERY OF BIDS

The Bid must conform and be responsive to all Project Documents and shall be made on the Proposal Form provided. The complete Bid, together with all additional materials, as required, shall be submitted as specified in the "Bid Introduction" section above. It is the Bidder's sole responsibility to ensure that its Bid is received prior to the Bid Deadline.

PROPOSAL REQUIREMENTS

Proposals shall include the following:

1. **Proposal Narrative** – The Bidder shall include with their Proposal a written narrative detailing the means and methods the Bidder intends to employ in order to perform the services requested in this RFP. The Proposal Narrative shall not exceed 10 pages (page limit excludes RFP Forms and Electronic Item 21 Attachment Sheets). The Proposal Narrative shall include at a minimum:
   a. A brief description of the Bidder and their relevant history in the marketplace.
   b. A statement, if applicable, that clearly address any conflict or inability on the part of the Bidder to meet the system(s) and/or terms and conditions specified in this document.

2. **Proposal Form** - The Bidder shall provide their price on the provided "Proposal Form". If the Bidder wishes to propose "Alternate" pricing and/or product options, they may do so only in addition to supplying a "Proposal Form" for the requested service. A brief description and scope of the Base Bid & Additive Alternates are supplied below:

Base Bid

3. The Base Bid Price shall include all material and sales tax to complete the work described in this RFP and the associated Design Documents. Documentation should include all eligible and non-eligible items.

4. **Electronic Item 21 Attachment Sheet** – The Bidder shall provide itemized pricing for all equipment to be included in this Bid Response. Pricing shall include E-Rate eligibility, materials, tax, shipping, and any other associated charges. This will be provided in the included spreadsheet format.

   An electronic copy will be required at the time of Bid. The Bulk Submission Upload form can be found at the link below:

   https://www.usac.org/wp-content/uploads/e-rate/documents/Forms/bulk_upload_templates/Category-Two-Internal-Connections-Version-21.0.xlsm

5. **Substitution Listing** – The Bidder may, if they so choose, propose to "substitute" a product or products that they deem equal or superior to the specified product(s) not "Pre-Approved" prior to the Bid Date. The Contractor shall list the approved product(s) with the corresponding proposed substituted product(s). The Bidder shall bear the sole responsibility to provide the supporting documentation to validate their claim that the proposed substituted item(s) are equal or superior to the specified product(s).

6. **Noncollusion Affidavit** – In accordance with the provisions of Section 7106 of the Public Contract Code, the Bid must be accompanied by a Noncollusion Affidavit. The Bidder shall submit a notarized copy of the form with their Bid Response.

7. **Bidder's Qualifications Form** – The Bidder shall complete and submit the attached "Qualifications Form" as a part of their Proposal. The Bidder shall also include a minimum of three (3) references that clearly demonstrate their ability to provide the services requested in this RFP. All references shall include Contact Name, Organization Name, Telephone Number, and Email Address for contact.

8. **Manufacturer's Certification Form** – The Bidder shall include in the Bid Response the certification applicable to the scope of work they are bidding. The Bidder shall include a copy of the certification from the manufacturer with their Bid.

9. **Bidder Agreement** – The Bidder shall include one (1) signed and dated copy of the attached Contractor Agreement with their Bid Proposal. Once all Proposals have been received and evaluated, the Owner will sign, date, and return the successful Bidder's Agreement(s).

GENERAL INFORMATION

E-RATE PROGRAM REQUIREMENTS

This project will depend on partial funding from the Schools and Libraries Division's E-Rate program. The Bidder is expected to make themselves intimately familiar with any rules or regulations regarding the E-Rate program. Any Contracts entered into in response to the posting of the FCC Form 470 and/or RFP will be contingent upon the approval of discounts from the Universal Services Administrative Company (USAC) and the Owner's acceptance of said discounts.

The Bidder shall be responsible for invoicing USAC and collecting the E-Rate discount amount through the SPI method. The Owner shall be responsible only for the undiscounted portion of the Contract amount, which shall constitute the maximum amount for which the Owner is liable. The Bidder agrees to provide the Owner a copy of their USAC invoice to verify that the material has been delivered and accepted by the Owner before the Bidder bills USAC.

In compliance with the E-Rate program rules, the Bidder agrees that no services can be delivered prior to April 1, 2027. The Bidder shall represent and warrant that it possesses a valid Service Provider Identification Number (SPIN) and is in good standing with USAC.

The Service Provider shall be responsible for the timely filing a valid FCC Form 473 (Service Provider Annual Certification, "SPAC") with USAC for each funding year, and for all eligible services and/or products provided under this agreement, for the full term of the Contract. Failure to submit the SPAC form by the applicable deadline (typically June 30 following the end of the funding year) may result in the denial or loss of E-Rate funding.

In the event such failure occurs, whether the Owner utilizes the Billed Entity Applicant Reimbursement (BEAR) method or the Service Provider Invoice (SPI) method, and the Owner is denied E-Rate discounts through no fault of their own, the Service Provider shall reimburse the Owner for the full amount of E-Rate discounts that would have otherwise been recoverable. This reimbursement obligation shall include, but is not limited to, unreimbursed eligible costs, penalties, interest, or any repayment obligations incurred by the Owner as a direct result of the Service Provider's noncompliance.

BIDDER REQUIREMENTS

Prospective Bidders must be able to provide a portfolio describing experience with comparable projects in the K-12 customer market. All Bidders must meet the following qualifications in order to be considered:

10. The Bidder must have a USAC Service Provider Identification Number (SPIN).

11. The Bidder must hold the required Manufacture Certifications for all products, equipment, and/or systems proposed in their Bid.

12. The Bidder shall provide educational discount pricing or better.

13. The Bidder must be able to provide a warranty for all products, equipment, and/or systems for a period of one (1) year and shall agree to extend any applicable manufacturer's warranties at no additional cost to the Owner.
    a. The Vendor shall work with the manufacturer(s) to confirm the applicable manufacturer's warranty period. The warranty period shall commence upon delivery or notice of completion, as determined by the Owner.

14. The Bidder shall provide all components and parts of the system(s), with each component itemized and separately priced, on the FCC Form 471 Block 5, Item 21 Attachment Sheet.

Multi-Year Licenses and Services

Respondents shall clearly identify the term length and pricing allocation (annual vs. one-time) for any proposed multi-year licenses, maintenance agreements, support services, or other recurring services. The award of any multi-year license or service will establish the Contract Term through the full duration of the license or service commitment. The Contract expiration date shall align with the expiration date of the longest-term license or service awarded. This automatic extension applies only to the specific licenses or services with multi-year terms and shall not extend unrelated Contract obligations beyond their stated duration unless expressly specified. For E-Rate compliance, all multi-year licenses or services must be priced to support annual funding requests and invoicing, unless the applicable charge is expressly eligible as a one-time, non-recurring charge (e.g., Right to Use (RTU) or perpetual license). Vendors must provide an exhibit with the final Contract that identifies the term length, annual cost allocation, and whether the charge is annual or one-time for each multi-year license or service awarded. Recurring BMIC and MIBS services shall be billed in accordance with applicable USAC E-Rate program requirements. The

Respondent is solely responsible for the accuracy of all information provided in its Proposal. The District shall not be responsible for any consequences resulting from incorrect or inaccurate information provided by the Respondent, including E-Rate funding issues or compliance matters. The Respondent shall bear all financial responsibility and liability for any errors or omissions in its submitted information.

REQUEST FOR INFORMATION (RFI)

All inquiries and questions regarding the Proposal shall be submitted in writing to the Owner's Representative. All responses to requests for information from prospective Respondents will be issued in written form through the project website in the Bid Introduction. Respondents submitting multiple questions shall consolidate all questions into a single submission. Respondents failing to comply with this may result in a reduction of evaluation points for failure to comply with the requirements of the RFP. All RFIs must be received no later than **five (5) calendar days** before the opening of the Bids. RFIs received fewer than **five (5) calendar days** prior to the Bid Opening Date shall not be answered.

EQUIVALENT PRODUCTS

All approved Products and Systems, hereafter referred to as "Items", are described and provided in "Scope of Work" and associated project documents.

Any items not specifically addressed in the Request for Proposal for which the Bidder seeks pre-approval shall be submitted to the Owner's Representative for review. All requests for pre-approval must be received by the Owner's Representative no later than ten (10) calendar days prior to the Bid Due Date. Requests received after the deadline shall not be considered.

Bidders seeking pre-approval of an "Approved Equal" item shall provide the following:

1. Specifications and product cut sheets for the proposed item.

2. An itemized comparison of the proposed item to the specified item, identifying each function, feature, and performance characteristic on a line-by-line basis. The comparison shall indicate whether the proposed item "Exceeds," "Matches," or is "Unequal" to the specified item with respect to each requirement.

3. A cross-reference spreadsheet identifying the proposed part number and description and its corresponding specified part number and description.

Any approved "Approved Equal" items will be published by Addendum prior to the Bid Due Date. Proposals that do not comply with the entire scope of work described in the Contract documents may be deemed incomplete, and the Owner reserves the right to determine such Proposals to be non-responsive.

Failure to obtain written approval for products, materials, or equipment that deviate from those specified in these specifications or the Contract Documents shall require the Contractor, at its sole expense, to remove and replace the unapproved products, materials, or equipment with the specified products, materials, or equipment, **at no additional cost to the Owner**.

SUBSTITUTIONS

The Bidder may propose products or systems, hereinafter referred to as "Items", which are equal to or superior to the Items specified in the Project documents. If the Bidder elects to propose an "equivalent" Item without obtaining pre-approval, the Bidder shall submit, with its Bid Proposal, all pertinent and appropriate documentation substantiating the proposed substitution using the required Substitution Listing form. Documentation submitted after the Bid Due Date and time shall not be accepted.

The Owner shall have no obligation to locate, obtain, or review information not included in the supporting documentation submitted by the Bidder. The Bidder shall bear the burden of proving the quality, performance, suitability, and equivalency of any proposed substitute Item. The Owner shall be the sole judge of the quality, suitability, and equivalency of any proposed substitute Item, and the Owner's determination shall be final and conclusive. All determinations regarding proposed substitute Items shall be made in writing, and no proposed substitute Item shall be deemed approved unless expressly approved in writing by the Owner.

BID EVALUATION PROCESS

The Owner shall evaluate Proposals and select the winning Bid based on the following criteria:

1. **Price (50%)** – The price of eligible products and services shall be the highest-weighted factor. Price shall be evaluated based on the total cost of the Base Bid and all Additive Alternates. Contingency Fees shall not be included in the price evaluation.

2. **Experience & Qualifications (30%)** – The Owner will evaluate the Bidder's demonstrated experience within the industry, performance on projects of similar scope and complexity, and technical qualifications, certifications, and expertise necessary for the successful implementation of the proposed system.

3. **Accuracy of Bid or Bid Response (20%)** – The Owner shall evaluate the Bid Response for completeness and the Bidder's adherence to the requirements of the RFP. Amendments, exceptions, and proposed modifications to the specified systems and or Contract documents will be evaluated and weighed on their merits. The Owner reserves the right to reject any or all Bids that fail to meet the requirements set forth in this document.

BID PROTEST PROCEDURE

If a Respondent wishes to protest the award of any Contracts resulting from this RFP, the Respondent must follow the protest procedures as outlined in the Owners' Board Procurement Policies.

CONTRACT ADMINISTRATION

The Contractual agreement shall be between the Owner and the winning Bidder. The acceptable agreement has been prepared by the Owner's Representative and has been included in the Request for Proposal (RFP). Bidders will sign the provided agreement and submit it electronically with their Bid Proposal. The Owner shall return to the Bidder with the highest ranked evaluated Bid, a fully executed copy of the agreement.

RIGHT TO TERMINATE

The Owner reserves the right to cancel this Project and terminate this Contract at any time prior to the issuance of a Notice to Proceed. If the Owner exercises its cancellation/termination rights as set forth herein prior to the issuance of a Notice to Proceed, the Owner shall have no liability to the Contractor for any Bid preparation or any other costs which may be incurred by the Contractor prior to cancellation of the Contract.

BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be permitted to submit, file, or have interest in more than one Bid for the same work unless alternate Bids are specifically called for by the Owner. A person, firm, or corporation that has submitted a subcontract Proposal to a Bidder, or that has quoted material prices to a Bidder, is not thereby disqualified from submitting a Proposal or quoting prices to other Bidders or submitting a Bid Proposal for the Project.

PROJECT SCHEDULE

The following are the anticipated project milestones:

First Publication	November 3, 2026
Second Publication	November 10, 2026
Request for Information Due	November 25, 2026 12:00PM PST
Bid Date	November 30, 2026, 12:00PM PST
Notice of Intent to Award	TBD
Award of Contract	TBD
Anticipated Notice to Proceed	July 1, 2027 (dependent on E-Rate funding)

RIGHT TO REJECT ANY AND ALL QUOTES

The Owner reserves the right to reject any or all Proposals and to waive any minor informalities, irregularities, or immaterial defects in any Proposal. Submission of a Proposal constitutes the Respondent's acknowledgment and acceptance of this right.

FUNDING CONTINGENCY

The Owner reserves the right to fund or not fund this Project, regardless of E-Rate approval. The Owner shall have no obligation to award a Contract or proceed with the Project if sufficient funding is unavailable.

01 – PROPOSAL FORM

PROJECT: 0818-27C.1 NETWORK ELECTRONICS
Owner: LITTLE LAKE CITY SCHOOL DISTRICT

Pursuant to this Request For Proposal (RFP) and related documents, **the undersigned Bidder**, having familiarized himself/herself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the location where the work will be performed, and the Contract Documents, **proposes and agrees to perform**, within the time stipulated, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with **0818-27C.1 –Network Electronics** all in strict conformity with the Specifications, and other Contract Documents, including Addendum No.'s _____, _____, _____, _____, _____, _____, _____. Copies of Addenda are obtainable from the Owner's Representative (Infinity Communications and Compliance, Inc.).

BASE BID – Network Electronics

The Bidder agrees to perform all work noted above, as described in the RFP and Project Documents for the lump sum of:

_____ Dollars ($ _____)

(Amount Shall Be Shown in Both Words and Figures. In Case of a Discrepancy, The Amount Shown In Words Will Govern).

The Bidder shall break out the above Base Bid cost by Site for E-Rate Program funding allocation purposes:

Project will be awarded based on the evaluation criteria set forth herein. Price will be evaluated based on the Eligible total of the Base Bid, Basic Maintenance, and all Additive Alternates

The Bidder agrees that upon receipt of the Owner's "**Notice to Proceed**", he/she will provide all required documents within **ten (10) calendar days** after the documents are presented for execution.

The Bidder has carefully examined the RFP documents and specifications for this project that were prepared and furnished by the Owner and acknowledges their sufficiency.

It is understood and agreed that the work under the Contract shall be commenced by the Bidder, if awarded the Contract, on the date to be stated in the Owner's **Notice to Proceed**.

NAME OF BIDDER: _____
FULL NAME OF ALL PARTNERS OR LEGAL NAME OF CORPORATION _____
(TYPE OR PRINT)

AUTHORIZED CONTACT / BID PREPARER / SALES REPRESENTATIVE: _____

BUSINESS ADDRESS: _____
(TYPE OR PRINT)

TELEPHONE: _____ **EMAIL:** _____

BY: _____ _____
(SIGNATURE IN INK) **(TYPE OR PRINT NAME OF TITLE AND SIGNATURE)**

"I declare, under penalty of perjury, that the information provided, and representations made in this Bid are true and current and that this declaration was executed on _____ (date) at _____**, California.**"

PRESIDENT OF CORPORATION: _____
(SIGNATURE IN INK) **DATE**

_____
(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

SECRETARY OF CORPORATION: _____
(SIGNATURE IN INK) **DATE**

_____
(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

CALIFORNIA STATE CONTRACTOR'S LICENSE NO.: _____ **FEDERAL I.D. NO:** _____

LICENSE EXPIRATION DATE: _____ _____

TYPE OF LICENSE: _____

PUBLIC WORKS CONTRACTOR'S REGISTRATION NO: _____ **E-RATE SERVICE PROVIDER IDENTIFICATION NUMBER (SPIN)** _____

LICENSE IN THE NAME OF: _____
(TYPE OR PRINT NAME)

CORPORATE SEAL:
(IF APPLICABLE)

03 – ELECTRONIC ITEM 21 ATTACHMENT SHEET

The Bidder shall provide itemized pricing for all equipment to be included in this Bid Response.

Due to filing requirements, an electronic copy will be required at the time of Bid.

The Bidder shall include a Description, Part Number, Quantity, and Price for each relevant item included in their Bid. Labor costs and applicable taxes shall be separately identified and itemized as distinct line items.

Provided by the "Service Provider"

ITEM 21 SUBMISSION REQUIREMENTS

Vendors must complete and submit the provided Item 21 bulk-upload spreadsheet template. A separate spreadsheet shall be submitted for each service category, including Internal Connections, Basic Maintenance of Internal Connections (BMIC), and Managed Internal Broadband Services (MIBS).

The Vendor shall identify the applicable E-Rate eligibility percentage for each item listed, including one hundred percent (100%) eligible, zero percent (0%) eligible, or mixed eligibility. For any item with mixed eligibility, the Vendor shall identify the eligible percentage and provide sufficient explanatory notes supporting the eligibility determination (for example, content filtering functionality associated with a firewall may be ineligible). Failure to submit the required Item 21 spreadsheet(s) in the prescribed format may result in the Proposal being deemed non-responsive.

The Vendor shall be solely responsible for the accuracy and completeness of all E-Rate eligibility determinations, classifications, allocations, and percentages provided in its Proposal and Item 21 spreadsheet(s). The District is not responsible for any consequences resulting from incorrect or inaccurate E-Rate eligibility information provided by the Vendor, including funding denials, audit findings, or compliance issues. The Vendor shall bear all financial responsibility and liability for any errors or omissions in E-Rate eligibility determinations.

04 – SUBSTITUTION LISTING

PROJECT: **0818-27C.1 NETWORK ELECTRONICS**

TO: **Little Lake City School District ("Owner")**

1. Pursuant to Bidding and Contract requirements for the work titled:
   Project: 0818-27C.1 NETWORK ELECTRONICS

The Contract sum, proposed by the undersigned on the Proposal Form, is based upon the work as described in the Request for Proposal and further defined in the Contract Documents. Notwithstanding the foregoing, the undersigned hereby proposes the following substitute products, materials, equipment, or systems that were not pre-approved prior to the Bid Due Date, for the Owner's consideration. All proposed substitutions must be identified on this form and submitted with the Bid Proposal. Any substitution not listed on this form and submitted with the Bid Proposal shall not be reviewed, considered, or approved by the Owner.

2. Complete, attaching additional sheets as necessary:

   The Bidder Proposes [check one]: _____ no substitutions.
   _____ the following substitutions:

Specified Product or Material	Proposed Substitution

3. All Bids shall be calculated and submitted on the assumption that substitution requests will not be approved.

4. The Bidder hereby certifies that the proposed substitutions are equal or superior in all respects to what is specified, unless otherwise noted. The Bidder will supply all documentation to support this claim as attachments to the Substitution Listing with their Bid Proposal. Failure to provide adequate documentation may result in the disqualification of the Bid Response.

SIGNATURE MUST BE IDENTICAL TO THAT PROVIDED ON BID FORM

BIDDER: _____

BY: _____

06 – NONCOLLUSION AFFIDAVIT

PROJECT: 0818-27C.1 NETWORK ELECTRONICS
Owner: LITTLE LAKE CITY SCHOOL DISTRICT

(Public Contract Code Section 7106)

State of _____

County of _____

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

_____
(SIGNATURE OF BIDDER)

NOTARY FOR NONCOLLUSION AFFIDAVIT

Subscribed and sworn to (or affirmed) before me this day _____, 20 _____.

_____
(SIGNATURE OF NOTARY)

[SEAL OF NOTARY]

_____
(TYPED NAME OF NOTARY)

09 – BIDDER'S QUALIFICATION FORM

PROJECT: **0818-27C.1 NETWORK ELECTRONICS**
Owner: **LITTLE LAKE CITY SCHOOL DISTRICT**

The prospective Bidder shall furnish all the following information accurately and completely. Failure to comply with this requirement fully and completely may result in rejection of any Bid submitted. Additional sheets may be attached if necessary. "You" or "your" as used in this questionnaire refers to the Bidder's firm and any of its owners, officers, directors, shareholders, parties, or principals. The Owner has discretion to request additional information depending on the project.

1. **Firm name and address:** _____

   _____

2. **Telephone Number:** _____

3. **Type of firm:** (check one) Individual ____ Partnership ____ Corp. _____

4. **Names and titles of all principals of the firm:**

   _____

   _____

   _____

5. **Number of years as a Contractor:** _____ years
   *Include only years in this type of construction and only the years with the current entity in its current form.

6. **Years of experience your firm has in public school construction work:**

   As prime Contractor: _____ years As Subcontractor: _____ years

7. **Within the past five (5) years, have you defaulted on a contract or otherwise caused a loss to a surety?** Response must include information pertaining to principals' associations outside of the firm bidding on this Project. If the answer is yes, give date, name, and address of surety and details.

   _____

   _____

   _____

   _____

8. **Within the past five (5) years, have you or any of your principals been assessed for liquidated damages for any project?** Response must include information pertaining to principals' associations outside of the firm bidding on this Project. If yes, explain:

   _____

   _____

   _____

   _____

9. **Within the past five (5) years, have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to a public construction project and/or an E-Rate project?** Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, provide name of public agency and details of the dispute. Attach additional pages, as necessary.

_____

_____

_____

_____

10. **Within the past five (5) years, have you or any of your principals ever failed to complete a project?** Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, provide owner's name and details. Attach additional pages, as necessary.

_____

_____

_____

_____

11. **Experience**

    a. Provide the total number of the specified Systems that you have installed (not using Subcontractors) in the last 3 years. (The winning Contractor will be responsible for providing a complete list of references to confirm this number if asked).

    _____

    b. Provide the number of the specified Systems that you have installed (not using Subcontractors) in the Education K-12 Market in the last 3 years. (The winning Contractor will be responsible for providing a complete list of references to confirm this number if asked).

    _____

12. **Service**

    a. Provide the Address of the Service Facility that will be responsible for service calls for this project:

    Address _____

    _____

    City _____

    State _____

    Zip _____

    b. Provide the number of Manufacture Certified Technicians that are employed by you, which are responsible for service call-ins. (The winning Contractor will be responsible to provide copies of the Manufacture Certificates to confirm this number if asked)

    _____

    c. 12c. Provide the hourly charge that you will charge the Owner for Non-Warranty service calls. Price will include **all** fees including but not limited to travel charges and hourly minimum charges.

    _____

13. **Additional Features**

    a. Provide any additional information that you deem pertinent to this project that will reflect a Return On Investment (ROI) for the specified system that you are proposing to install.

    _____

    _____

    _____

    _____

    b. Provide any additional information that you deem pertinent to this project that demonstrates additional functions and features of the specified system that you are proposing to install.

    _____

    _____

    _____

    _____

14. **List of References:** Provide information on the three largest E-Rate projects your company has completed in the last five years that comes closest to matching the scope of this RFP. If the Contractor has not completed an E-Rate project, provide the largest three "Educational Market" projects your company has completed in the last five years. The Contractor may include additional documentation.

Project #1

PROJECT NAME: _____

ADDRESS: _____

_____

CONTACT PERSON: _____ PHONE: _____

TITLE: _____ E-MAIL: _____

DESCRIPTION OF PROJECT: _____

_____

_____

_____

_____

_____

_____

_____

PROJECT START DATE: _____

PROJECT COMPLETION DATE: _____

CONTRACT AMOUNT: _____

ARCHITECT/ENGINEER
(IF APPLICABLE)

FIRM NAME: _____

CONTACT PERSON: _____

TITLE: _____

PHONE: _____

E-MAIL: _____

Project #2

PROJECT NAME: _____

ADDRESS: _____

_____

CONTACT PERSON: _____ PHONE: _____

TITLE: _____ E-MAIL: _____

DESCRIPTION OF PROJECT: _____

_____

_____

_____

_____

_____

_____

_____

PROJECT START DATE: _____

PROJECT COMPLETION DATE: _____

CONTRACT AMOUNT: _____

ARCHITECT/ENGINEER
(IF APPLICABLE)

FIRM NAME: _____

CONTACT PERSON: _____

TITLE: _____

PHONE: _____

E-MAIL: _____

Project #3

PROJECT NAME: _____

ADDRESS: _____

_____

CONTACT PERSON: _____ PHONE: _____

TITLE: _____ E-MAIL: _____

DESCRIPTION OF PROJECT: _____

_____

_____

_____

_____

_____

_____

_____

PROJECT START DATE: _____

PROJECT COMPLETION DATE: _____

CONTRACT AMOUNT: _____

ARCHITECT/ENGINEER
(IF APPLICABLE)

FIRM NAME: _____

CONTACT PERSON: _____

TITLE: _____

PHONE: _____

E-MAIL: _____

10 – MANUFACTURER'S CERTIFCATION FORM

PROJECT: 0818-27C.1 NETWORK ELECTRONICS
Owner: LITTLE LAKE CITY SCHOOL DISTRICT

Please provide the following information concerning any Manufacturer's Certifications that apply to the material and scope as defined in the Project Specifications and Bid Drawings (if applicable) for the Network Electronics **FY2027** E-Rate Project for the Little Lake City School District.

Certification #1
Name of Manufacturer _____

Certification Expiration Date _____

Certification #2
Name of Manufacturer _____

Certification Expiration Date _____

Certification #3
Name of Manufacturer _____

Certification Expiration Date _____

Certification #4
Name of Manufacturer _____

Certification Expiration Date _____

Certification #5
Name of Manufacturer _____

Certification Expiration Date _____

Attach a copy or copies of all Manufacturer's Certification(s).

15 – CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into by and between the Little Lake City School District, hereinafter called "District", and _____, hereinafter called "Contractor". District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties." This Agreement is made with reference to the following facts:

WHEREAS, The District published a Request for Proposal and seeks to procure the work covered in the Agreement in accordance with Public Contract Code 20118.2;

WHEREAS, The Contractor understands that the Agreement is contingent on the District's receipt of federal and/or state funds for the work covered in this Agreement. If the District does not receive adequate federal and/or state funds, this Agreement shall be null and void at the District's request. In the event that the Agreement is rendered void, the District will not be liable for any costs incurred by the Contractor prior to the issuance of a Notice to Proceed; and

NOW, THEREFORE, the Parties, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Contract Documents. The complete Contract includes all the "Project Documents" provided in the Request for Proposal, including all modifications, addenda, and amendments thereto. The Contract Documents are complementary and what is called for by anyone shall be as binding as if called for by all.

2. Scope of Work. The Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete, in a good and workmanlike manner, the work in strict accordance with the **Request for Proposal** 0818-27C.1 Network Electronics.

It is understood and agreed that the work shall be performed and completed as required in strict accordance with the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

1. Total Contract Price – As full consideration for the faithful performance of the agreement, the District shall pay to the Contractor, subject to any additions or deductions as provided in the Contract Documents, the sum of:

Total sum of Base Bid

_____ Dollars ($_____).

CONTRACTOR LEAVE BLANK TO BE FILLED IN BY THE OWNER

Total sum of Base Bid + Contingency, if applicable

_____Dollars ($_____).

2. Work to Commence It is hereby understood and agreed that the work under this Agreement shall not commence until after the issuance of the Notice to Proceed. No work may commence until after April 1 of the previous funding year per the requirements of the E-Rate Program.

3. Time for Completion Project must be completed within ninety (90) consecutive calendar days from the date specified in the District's Notice to Proceed. Agreement may be extended if mutually agreed on by both parties in writing.

   Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof.

4. Coordination of Work The Contractor shall coordinate its work with the Work of all other Contractors. The District shall not be liable for delays resulting from the Contractor's failure to coordinate its Work with other Contractors in a manner that will allow timely completion

of the Contractor's Work. The Contractor shall be liable for delays to other Contractors caused by the Contractor's failure to coordinate its work with the work of other Contractors.

5. Loss or Damage The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

6. Payment On or before the twentieth (20th) day of each month, the Contractor shall submit to the District an itemized application for payment for Work completed during the prior month. The application shall include all information required by the District and shall be in a format approved by the District.

   The Contractor may be required to furnish a detailed schedule of values upon request of the District and in such detail and form as the District shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments. No progress payments will be made for Work not completed in accordance with this Agreement or for any amounts withheld by the District due to punch list items, disputed work, or stop notices upon final completion.

   The District shall make said payment of any balance due to the Contractor promptly upon filing the Notification of Completion for the Project, receipt of a release of lien and claims from the Contractor pursuant to Civil Code section 3262, and its acceptance of the Work. In the event that the District is required to withhold amounts from payment due to punch list items, disputed work or stop notices, the Contractor shall execute a Conditional Waiver and Release upon Final Payment on the form prescribed in Civil Code section 3262 and shall execute an Unconditional Waiver and Release upon Final Payment on the form prescribed in Civil Code Section 3262, upon the District's payment of any amounts originally withheld from payment. Pursuant to California law, should a dispute arise between the Contractor and the District, including amounts withheld for punch list items, the District may withhold from the payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount and/or the amount of the punch list work.

   The Contractor shall comply with the SLD's Form 474 "Service Provider Invoicing" (SPI) method for this Contract. The Contractor will invoice USAC directly for the committed funding amount of "eligible" equipment and services. The Owner will only be responsible for its percentage of the "eligible" equipment and services and 100% of "ineligible" equipment and services. A copy of Form 474 will be sent to the Project Administrator for approval, prior to being sent to USAC.

   In the event that the Owner authorizes the Service Provider to begin service prior to filing a Form 486 (Receipt of Service Confirmation Form), the Owner agrees to pay the Service Provider in full for the discounted and undiscounted amount of the accepted service(s) received. The Owner shall, at its sole discretion, seek reimbursement for the discounted amount of the service provided from USAC. The Owner shall do so by preparing and submitting a Form 472 Billed Entity Applicant Reimbursement (BEAR) to USAC. The Service Provider agrees to remit any and all reimbursement payments received by the Service Provider as a result of a Form 472 filed by the Owner within 20 business days after receipt of funds released by USAC.

7. Multi-Year Licenses and Services The Contract term shall extend through the full duration of any multi-year software licenses, maintenance agreements, support services, or other recurring services awarded herein. The Contract expiration date shall align with the expiration date of the longest-term license or service commitment.

8. For E-Rate compliance, all multi-year licenses or services must be priced to allow for annualized funding requests and invoicing, unless expressly eligible as a one-time, non-recurring charge (e.g., Right to Use (RTU) or perpetual license). The Vendor shall provide an exhibit to this Agreement [Exhibit ___: Multi-Year License and Service Schedule] that identifies the term length, annual cost allocation, and whether the charge is annual or one-time, for each multi-year license or service awarded. USAC BMIC and MIBS services shall be billed annually in accordance with USAC program requirements.

9. The Vendor is solely responsible for the accuracy of all information provided in their Proposal and in the Multi-Year License and Service Schedule exhibit. The District is not responsible for any consequences resulting from incorrect or inaccurate information provided by the Vendor, including E-Rate funding issues or compliance matters. The Vendor shall bear all financial responsibility and liability for any errors or omissions in their submitted information.

10. Additional Work To the extent that additional work is required for the proper completion of the Work due to unforeseen circumstances and/or site conditions and is, therefore, not set forth in the Contract Documents, the Parties may execute a change order to this Agreement setting forth the scope of such additional work, the time for completion of such additional work and the amount of additional compensation.

11. Assignment of Contract Neither Party shall assign, transfer, convey, or otherwise dispose of this Agreement, or any right, title, or interest therein, without the prior written consent of the other Party's authorized representative.

12. Suspension/Termination of Contract If the Contractor fails to commence work as provided in the Agreement, or fails to make delivery of materials promptly as ordered and such delivery is so late as to amount to gross negligence or willful misconduct, or if in the opinion of the District's authorized representative, the Contractor is not carrying out the provisions of the Agreement in their true intent and meaning, written notice will be served on the Contractor to provide, within a specified time to be fixed by the District's authorized representative, for satisfactory compliance with this Agreement. If the Contractor neglects or refuses to comply with such notice within the time therein fixed, he/she shall not thereafter exercise any rights under said Agreement or be entitled to receive any of the benefits thereof, except as hereinafter provided, and the District's authorized representative may with the approval of the District Board perform any part of the Project or purchase any or all of the material included in the Agreement or required for the completion thereof, or take possession of all or any part of the machinery, tools, appliances, materials, and supplies used in the Project covered by the Agreement or that have been delivered by or on account of the Contractor for use in connection therewith, and the same may be used either directly by the District or by other parties for it, in the completion of the Project.

    The District has the right to terminate or abandon any portion or all of the Project under this agreement by giving ten (10) calendar days written notice to the Contractor and its Surety. In such event, the District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the Project completed and/or abandoned. The District shall pay the Contractor the reasonable value of services rendered for any portion of the Project completed prior to termination. If said termination occurs prior to the issuance of the Notice to Proceed, the District shall not be liable to the Contractor for any costs or amounts whatsoever under this Agreement. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by the District and the Contractor of the portion of such task completed but not paid prior to said termination. The District shall not be liable for any costs other than the charges or portions thereof which are specified herein. The Contractor shall not be entitled to payment for unperformed services and shall not be entitled to damages or compensation for termination of the Project.

    The Contractor may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to the District only in the event of substantial failure by the District to perform in accordance with the terms of this agreement through no fault of the Contractor.

13. Procedure for Resolving Disputes The parties to this Agreement are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of the Public Contract Code (as amended by the Statutes of 1990, Chapter 1414, effective January 1, 1991), which requires compliance with the following procedures to resolve any claim by the Contractor of $375,000 or less regarding an extension of time, a change order, extra work, or any other disputed amount: If following the meet and confer conference the claim or any portion remains in dispute, the claimant must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

14. Indemnification To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District against any and all claims involving any type of property damage or personal injury, including death, that may be asserted by any person or type of entity, arising out of or in connection with the performance of work, both on and off the job site; provided, however, the Contractor shall only be liable to the extent of its negligence or willful misconduct. The Contractor will defend any action filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees in connection therewith. The Contractor will promptly pay any judgment rendered against the Contractor or the District arising out of or in connection with such work, operation or activities of the Contractor hereunder and the Contractor agrees to save and hold the District harmless there from. The District may retain, to the extent it deems necessary, the money due to the Contractor under and by virtue of this Agreement until disposition has been made of such actions or claims for damages as specified hereinabove.

15. Interpretation In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

16. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that Kern County, California is the proper venue for enforcement of the terms of this Agreement. The prevailing party in any action to enforce this Agreement or otherwise concerning the terms of the settlement of the action shall be awarded costs and attorney's fees.

17. Equipment Warranty The Contractor shall maintain a guarantee that all items delivered under this Agreement are protected against imperfections of materials and/or workmanship during the period of the Agreement. Within thirty (30) days of completion of the Project, the Contractor shall assign any manufacturers or other equipment warranties to the District and shall provide the District with any relevant document(s) thereto.

    Should the Contract provide for a warranty term that exceeds the term stated above, such longer warranty term shall apply.

1. Integrated Agreement This Agreement embodies the entire understanding between the Parties pertaining to the matters described herein. Each party acknowledges that no party, agent, or representative of the other party has made any promise, representation, or warranty, express or implied, not expressly contained in this Agreement, that induced the other party to sign this document. No modification of this Agreement shall be valid unless agreed to in writing by the Parties. This Agreement may be executed in separate counterparts, the whole of which shall constitute a binding agreement. Facsimile or email signatures, when received, shall have the same force and effect as original signatures.

2. Contract Expiration This agreement expires on the date listed below. The Contract may be extended upon agreement by both parties. Contract Expiration Date: **September 30, 2028**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the Effective Date set forth in the introductory paragraph above.

"DISTRICT"	**"CONTRACTOR"**
Little Lake City School District	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SCOPE OF WORK

Scope of Work

Respondent shall be responsible for drop-shipping all materials as shown on the attached "Exhibit A Equipment Schedule" to the owner. Respondent's price shall include all costs to provide all requirements set forth in this "Scope of Work", as described in the Request for Proposal documents and as shown on the Exhibits. It is the responsibility of the Respondent to supply a complete and qualified quote. If the Respondent feels that the requested equipment described is not complete, the Respondent must address their specific concerns in writing to the Owner before submitting a quote. The Owner will not be responsible for additional costs incurred by the Respondent due to the submission of an incomplete Proposal.

Contractor's Scope Shall Include:

The following items are *included* in the Respondent's Scope of Work for this project:

1. Provide and deliver all equipment as shown on "Exhibit A Equipment Schedule".
    a. All materials shall be delivered to Little Lake City School District, 10515 Pioneer Blvd., Santa Fe Springs, CA 90670
    b. Respondent's Proposal shall include all shipping, handling, and applicable sales taxes.

2. Provide a minimum twelve (12) month manufacturer's warranties for all equipment listed on the "Exhibit A – Equipment Schedule."

All materials and equipment will be ***new***. If the Owner/Owner's Representative discovers ***used*** material or equipment, the Contractor will be required to replace said materials and/or equipment with ***new*** products at no additional cost to the Owner.

1. ***New*** - Materials and products manufactured within one (1) year prior to receipt by the Owner that meet or exceed the latest published specifications of the manufacturer. Also, these materials and equipment must not have been in use before installation on this project unless directed otherwise in the project documents.

The Contractor's price shall include a manufacturer's warranty covering all materials and equipment for a minimum period of one (1) year.

1. Warranty will provide repair/replacement of all defective materials at no additional cost to the Owner (including shipping, sales taxes, etc.).

2. Warranty coverage shall be available during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, with next-business-day replacement service.

Scope of Work continued on next page…

Exhibit A – Equipment Schedule

Manufacturer	Item Description	Part Number	Quantity	Installation? Y/N
Ruckus	ICX 7550 24-port 1/10 Gbps with 2-ports 40/100 Gbps Uplink/Stack QSFP28, module slot, two AC power supplies, three fans exhaust airflow with exhaust airflow installed, 5-years remote support. Transceivers sold separately, TAA	ICX7550-24F-E2-R5	4	No
Ruckus	ICX 7850 48-port SFP28 1/10/25GE, 8x-port QSFP28 supports native 40GE or 100GE or breakout 4x10GE or 4x25GE, bundle includes two AC PS and five fans, PS side exhaust airflow, transceivers sold separately, with 5-year remote support, TAA	ICX7850-48F-E2-R5	1	No
Ruckus	ICX7850 Premium feature license	ICX7850-PREM-LIC	1	No
Ruckus	RUCKUS ICX 8200 Switch, 32×10/100/1000 Mbps PoE+ ports, 16×100/1000/2500 Mbps RJ-45 PoE++ ports, 4×25 GbE SFP28 stacking/uplink-ports, 800 W PoE budget (with one PSU), hot swap power supplies and fans, one power supply and one fan included, five-year remote TAC support. Power cord not included	ICX8200-48ZP2-E-R5	27	No
Ruckus	RUCKUS ICX 8200 Switch, 24×100/1000/2500 Mbps PoE++ ports, 4×25 GbE SFP28 stacking/uplink-ports, 740 W PoE budget, five-year remote TAC support. Power cord not included	ICX8200-24ZP-R5	21	No
Ruckus	POWER CORD, USA, NEMA5-15/C13, 13A, 125V	PCUSA2	48	No
Ruckus	10GBASE-SR,SFPP MMF LC CONNECTOR (No TAA)	10G-SFPP-SR-S	96	No
Ruckus	RUCKUS One Single-tenant Essentials cloud 1 x license of Device Networking for 5-Yr Subscription for REC. License owned by Ruckus End Customer. Device Networking of AP or Switch use 1 x license each. Switch RMT support is not included and is required to be purchased separately.	CLD-ESNT-APSW-REC5	53	No
APC - Schneider Electric SA	APC Smart-UPS, Line Interactive, 1500VA, Lithium-ion, Rackmount 3U, 120V, 6x NEMA 5-15R outlets, SmartConnect	SMTL1500RM3UC	39	No
APC - Schneider Electric SA	Schneider Electric Subscription, EcoStruxure IT SmartConnect, Standard 5Y Plan, 1 device, remote UPS power monitoring	ERWPMON1-5Y-DIGI	39	No

Excluded from the Contractor's Scope

The following Items are *excluded* from the Contractor's Scope of Work for this Project and will be provided by others:

1. Installation and/or programming of equipment.

END OF RFP