LAUSD UNIFIED

Procurement Services Department



# INVITATION FOR BID (IFB)

## 2027

## E-RATE NETWORK EQUIPMENT ENTERPRISE SOFTWARE MAINTENANCE AND SERVICES (CISCO EQUIPMENT)

## IFB No.: 2448920600


Non-Stock Unit

Contracting Officer: Zachary Watson

Email Address: zachary.watson@lausd.net


Release Date: November 3, 2026

**IFB 2448920600**
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**LOS ANGELES UNIFIED SCHOOL DISTRICT**
**Procurement Services Center – Contract Administration**
**8525 Rex Road**
**Pico Rivera, CA 90660**
**(562) 654-9007**

Date: November 3, 2026

ATTENTION: Prospective Bidder

SUBJECT: INVITATION FOR BID (IFB) FOR:

**2027 E-RATE NETWORK EQUIPMENT ENTERPRISE SOFTWARE MAINTENANCE AND SERVICES (CISCO EQUIPMENT)**

The Los Angeles Unified School District, Procurement Services Department, is seeking bids for **2027 E-RATE NETWORK EQUIPMENT ENTERPRISE SOFTWARE MAINTENANCE AND SERVICES (CISCO EQUIPMENT)** and, if awarded, term of contract will be for approximately a 36-month period. The contract will be State and/or locally funded and is subject to fiscal year funding. District contract awards are made in accordance with 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 3, 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 3, 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 20, 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 Tuesday, **November 4, 2026, at 9:00 a.m. (PDT)**. To attend this non-mandatory conference, please contact Zachary Watson at zachary.watson@lausd.net or (562) 654-9486 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
**2027 E-RATE NETWORK EQUIPMENT ENTERPRISE SOFTWARE MAINTENANCE AND SERVICES (CISCO EQUIPMENT)** 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 & Disabled Veteran Business Enterprise
VI. Attachments

Failure to 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 based on the Basis of Award.

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,

*Zachary Watson*

Zachary Watson
Contract Administration Analyst

ATTACHMENTS: IFB PACKAGE

**LOS ANGELES UNIFIED SCHOOL DISTRICT**
**Procurement Services Center – Contract Administration**
**8525 Rex Road**
**Pico Rivera, CA 90660**
**(562) 654-9007**

**Bid No.: 2448920600** **Date of Bid Opening: December 3, 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: E-RATE NETWORK EQUIPMENT ENTERPRISE SOFTWARE MAINTENANCE AND SERVICES (CISCO EQUIPMENT)**

**LOS ANGELES UNIFIED SCHOOL DISTRICT**
**Procurement Services Center – Contract Administration**
**8525 Rex Road**
**Pico Rivera, CA 90660**
**(562) 654-9007**

**IFB AND CONTRACT FOR: 2027 E-RATE NETWORK EQUIPMENT ENTERPRISE SOFTWARE MAINTENANCE AND SERVICES (CISCO EQUIPMENT)**
**IFB No.: 2448920600**
**SUBMISSION DATE: December 3, 2026**
**FOR: INFORMATION TECHNOLOGY SERVICES**

## 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 2027 E-RATE NETWORK EQUIPMENT ENTERPRISE SOFTWARE MAINTENANCE AND SERVICES (CISCO EQUIPMENT) in accordance with all the terms, conditions and specifications of this IFB. 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/sl/service-providers/. Bidders shall also be familiar with any potential or proposed rules changes in the **most recent** Eligible Services List (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 approximately 36 months. The anticipated effective date will be on or about February 2027. The period of performance will begin on July 1, 2027.

The Contract Term and Period of Performance will comply with the requirements of the Universal Service Administrative Company (USAC), commencing upon Purchase Order (PO) issuance for the fiscal year, which may be contingent upon (USAC) funding approval. The term shall commence upon full execution by the District and terminate on June 30, 2030.

#### 3. AWARD OF CONTRACT

It is the intent of the District to award a contract(s) either "individually," "as a combination, or "as a whole" to the lowest responsive and responsible bidder(s). Award is
contingent upon timely compliance with all bid conditions and specifications which must be satisfied prior to award of contract.

## 4. BASIS OF AWARD

The award(s) shall be to the responsive and responsible bidder(s) who submits the lowest "Total Cost", as a "Combination of Items, or "As A Whole," whichever may be in the best interest of the District**.** The Basis of Award calculations include the lowest cost (per item, combination, or as a whole) and cash discount. All calculations will be done by the District.

All E-Rate eligible item costs shall be weighted at 90% and all E-Rate ineligible cost shall be weighted at 10%.

Rate Schedule must be filled out in its entirety. The Rate Schedule will be used to evaluate and award the contract. The District will issue a Purchase Order for the actual order including, but not limited to, products and list of sites.

Upon award of the contract, Contractor shall be held to the Net Cost offered in Attachment C1– Rate Schedule. If awarded the contract, Contractor shall guarantee the same Net Cost for all products listed on the rate schedule for the term of the contract.

As the manufacturer's product catalogs are an integral part of the basis of award, bidders who **DO NOT** submit printed OR electronic copies of the product catalogs may be ruled non-responsive.

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

The cash/trade discount shall be included in the determination of low bid. A cash discount for a time period of **less than 45 days will not be considered**. The cash discount offered in excess of 10% will be considered a "trade discount". A trade discount offered will be deducted from the unit cost(s) bid, thus establishing the items normal/actual contract cost with zero percent cash discount for early payment.

**A Cash Discount of ____% 45 days is being offered**

Payment is contingent upon acceptance of the work and approval of invoice(s) by the District Authorized Representative or designee. The District, in an effort to become the Public agency of choice, has expanded upon its ongoing Small Business Enterprise (SBE) program to further encourage and promote SBE participation in District business opportunities.

In furtherance of the SBE community and program, efforts resulting in contract award(s) stemming from this solicitation, any contract awardee(s) from this solicitation who are certified Small Business Enterprises, will be entitled to a faster payment process. Contract awardee(s) who have been certified by agencies such as the State of California's Department of General Services, the City of Los Angeles, Metropolitan Water District, or by the Los Angeles Unified School District (must attach proof of certification at the time of bid submission by the certifying agency) will be entitled to receive payments upon provisioning of acceptable and verifiable receipt of goods/general services by the District.

Although a Payment Term of Net 45-days is applicable for this solicitation, the "now due and payable" term extended to those vendors who have received award(s) on the basis of

being the lowest responsive and responsible bidder, and who are certified as an SBE(s) is one such effort the District is implementing to become the public agency of choice.

## 5. 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 |

## 6. ADJUSTMENT TO THE RATE (UNIT COST) SCHEDULE

The Rate Schedule is firm for the entire contract period including the renewal periods. The "unit cost" as originally bid shall not change during the contract period. The rates (unit cost) may be "subject to adjustment" at the beginning of each annual contract period. The price may be modified only once during each annual contract period.

It is expressly understood that contract rate increases are not automatic or guaranteed. Contractor's request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The District reserves the right to reject any such request and may leave contract as is, re-bid and/or terminate said contract within the

provisions of the existing agreement. The District may offer a lower, higher or no increase in percentage. All increases are subject to negotiation between the Contractor and the District. If an agreement is not reached prior to the start of the next contract period, the rate (unit cost) of said contract shall remain in effect.

The adjustment to the contract's Rate (unit cost) Schedule, if granted by the District**,** shall be effective December 15th or on the first day of the month following final District approval, whichever is applicable and continue through the remaining contract period. Increases considered by the District shall be evaluated by using the percentage of change between the previous year and the current year's Consumer Price Index, (C.P.I.) published by the U.S. Department of Labor's Bureau of Labor Statistics, **as a guide only.**

The specific index to be reviewed is the C.P.I. for Los Angeles-Riverside-Orange County, California for the month of (that month which is six (6) months prior to the contract's annual end date) each year using the "Special Aggregate Index" category of "All Items Less Shelter" under the "All Urban Consumers" column.

For further information on the Consumer Price Index, contact the U.S. Department of Labor, Bureau of Labor Statistics at (415) 625-2270, menu option 2.

**NOTE: All requests for rate adjustments must be received by the District, in writing, no later than ninety (90) days prior to the end of each annual contract period at the District's Procurement Services Center – 8525 Rex Road, Pico Rivera, CA 90660.** An explanation citing the rationale for price increase should be included in such correspondence.

## 7. RECALLS

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

Zachary Watson
**LOS ANGELES UNIFIED SCHOOL DISTRICT**
Procurement Services Center
8525 Rex Road
Pico Rivera, CA 90660

## 8. INVOICES AND PAYMENTS

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 (Attachment 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. The vendor shall not generate invoice until goods have been received by the District and/or services have been provided by the vendor and accepted by the District. The invoice date shall not be before the date goods and/or services have been accepted by the District.

In addition, for any invoice submitted for payment that includes items affected by such tariffs or
regulations, the Contractor must provide supporting documentation detailing the specific tariff or regulation, the affected items, the date the tariff or regulation took effect, and evidence of the actual cost increase incurred. This documentation must accompany the invoice and be subject to review and approval by the District prior to payment.

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.

**For payment information call: (213) 241-4800**

***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.

**9. 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.

## 10. 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:
Zachary Watson
Procurement Services Division
TEL: 562-654-9486 | Email: zachary.watson@lausd.net

## 11. RATE SCHEDULE

The "Rate Schedule" (Attachments C1) shall be firm during the contract.

**a.** Bidder shall fill out the attached Rate Schedule (See: Attachment C1) and the completed price information should be provided in two (2) formats. The information **must** be entered and submitted in PDF format with signature and date, as well as an electronic copy of the Rate Schedule Section in MS Excel format.

**b.** The Bidder must provide a Net Cost for all eligible and ineligible items. This Net Cost must be valid for maintenance on all items listed in the Rate Schedule for the entire term of the contract.

**c.** The Bidder must provide the maintenance part number (Service SKU) and list cost for all items listed in the Rate Schedule. Do not include tax.

**d.** The manufacturer items listed in the rate schedule represents the current inventory of items requiring maintenance. Final inventory will be provided at time of order.

**e.** 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 "non-responsive".

**f.** When filling in the Rate Schedule (Attachment C1) information, the Bidder should either type or print legibly. If the pricing information is illegible, that item may not be considered for an award. Additionally, the electronic copy of the Rate Schedule should be submitted in an MS Excel format and through the Ariba Business Network. Signed PDF submission shall govern in the event of a discrepancy between PDF and Excel versions.

**g.** Bid on each item separately for accounting purposes. Item(s) may be awarded either "individually," "as a whole," or in "any combination."

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

## 12. 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.**

**13. 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.

**14. 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 shall be addressed as indicated below.

Los Angeles Unified School District
Procurement Services Department-
8525 Rex Road
Pico Rivera, CA 90660

**15. 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 award(s) 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** _____**, 202**___

**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 9).

**Name of Firm:** _____

**Name of Contact:** _____
**(Please Print)**

**Address:** _____

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

**Email Address** _____
**(Required)**

**Tel: (** **)** _____

**Fax: (** **)** _____

**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)/Request for Proposal (RFP) document must be filed within ten (10) business days after the date the IFB/RFP is first advertised. Protests relating to a recommendation for award solicited by this IFB/RFP 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 protests shall be filed in writing with the Chief Procurement Officer, Los Angeles Unified School District, 28th Floor 333 S. Beaudry Ave., 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 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, nonprofit, 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/Page/3048, 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/Page/3048). 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<br>*(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/Page/14037 .** | | |

| | | | |
|---|---|---|---|
| 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 _____, 202___
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/Stockholders

_____
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 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_____,**

**202_____**

**SECTION II**

## C. TECHNICAL SPECIFICATIONS

### 1. DELIVERY REQUIREMENTS AND LOCATIONS

Delivery locations shall be indicated upon issuance of an official purchase order. Refer to Attachment B1, District Site Lists 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.

### 5. INTENTIONALLY BLANK

### 6. INTENTIONALLY BLANK

### 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 re-procurement 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 – not applicable

### 9. INTENTIONALLY BLANK

**10. SAFETY**

Contractor's representatives operating vehicles on District property shall use extreme caution at all times - maximum speed is 5 M.P.H.

**11. 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.**

**12. 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 insure to the District, its successors, assigns, customer agencies, and users of the goods or services.

**13. INTENTIONALLY LEFT BLANK**

**14. AUTHORIZED DEALER**

The Bidder, if other than the manufacturer, shall be an authorized dealer and must provide written authorization/verification upon request by the District.

**15. INTENTIONALLY LEFT BLANK**

**16. PERMITS AND LICENSES**

All work shall comply with the needs of the District. If applicable, the Contractor and all their employees and/or subcontractor 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 Environment 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.

## 17. NON-SPECIFICALLY PRICED (NSP) ITEMS

The District reserves the right to purchase from the Contractor products/services not listed specifically in this bid but attached as a separate itemized list. 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 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: _____%

## 18. MINIMUM BIDDER QUALIFICATIONS

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

(a) 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 be able to provide, directly from the manufacturer, all support items listed on the Rate Schedule.

(c) Bidder must have been continuously in business providing services as listed in the bid requirements, for a minimum of two (2) years.

(d) 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.)

(e) Bidder must have a minimum of two (2) years of previous involvement in E-Rate procedures, forms, and processes.

(f) 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.

(g) Bidder shall acknowledge acceptance to the entire District and E-Rate Terms and Conditions set forth in this IFB.

(h) Bidder shall certify compliance to FCC rules for Lowest Corresponding Price Rule ("LCP Rule"), 47 C.F.R. § 54.511(b).

(i) 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/.

(j) Bidder must submit a complete rate schedule(s) that are in conformance with Attachment A - Product Specifications.

(k) The Bidder must not have been or is 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.

(l) 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 or declared bankruptcy or been placed in receivership within the past three (3) years.

## D. PRODUCT SPECIFICATIONS

**NOTE: FOR TECHNICAL AND PRODUCT SPECIFICATIONS REFER TO ATTACHMENTS "A" THROUGH "C1" IN SEPARATE ELECTRONIC ATTACHMENTS. IT IS THE RESPONSIBILITY OF EACH BIDDER TO ACQUIRE THE ELECTRONIC COPIES CONTAINING THE ATTACHMENTS AS LISTED BELOW.**

| IFB SECTION | DESCRIPTION |
|---|---|
| Attachment A | Product Specifications |
| Attachment B1 | District Site List Cisco |
| Attachment C1 | Cisco Rate Schedule |

**I (We), _____, acknowledge that these attachments A through C1 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: _____**

**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 sufficient information regarding your firm's qualifications to meet minimum bidder qualifications and 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. SUBMITTAL/PROOF OF INSURANCE**

Provide evidence of insurance in compliance with insurance requirements indicated in Section IV.B, Item #37 INSURANCE REQUIREMENTS.

## SECTION III - RATE SCHEDULE SECTION

**a.** Bidder shall fill out the attached Rate Schedule (See: Attachment C1) and the completed price information should be provided in two (2) formats. The information **must** be entered and submitted in PDF format with signature and date, as well as an electronic copy of the Rate Schedule Section in MS Excel format.

**b.** The Bidder must provide a List Cost and Net Cost for all E-Rate eligible and ineligible items. This Net Cost must be valid for maintenance on all items listed in the Rate Schedule for the entire term of the contract.

**c.** The Bidder must provide the maintenance part number (Service SKU) and list cost for all items listed in the Rate Schedule. Do not include tax.

**d.** The manufacturer items listed in the rate schedule represents the current inventory of items requiring maintenance. Final inventory will be provided at time of order.

**e.** 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 "non-responsive".

**f.** When filling in the Rate Schedule (Attachment C1) information, the Bidder should either type or print legibly. If the pricing information is illegible, that item may not be considered for an award. Additionally, the electronic copy of the Rate Schedule should be submitted in an MS Excel format.

## 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, Government Code). Ordinarily, contracts are awarded to the lowest responsive and responsible bidder. However, certain statutes, (e.g., Education Code Section 39802 and Public Contract Code 28011.1) 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

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

## 12. INTENTIONALLY BLANK

## 13. INTENTIONALLY BLANK

## 14. DEBARMENT AND SUSPENSION CERTIFICATION

Effective November 26, 2003, the Department of Education implemented 34 CRF Part 85 that applies to any procurement or subcontract expected to be worth $25,000 or more funded or authorized under Department of Education programs. To be eligible for an award under this bid, the Bidder must certify compliance by signing on Page 11 of Section II B – Specific Bid Conditions/Certifications. (See: Section II B, Item #11, Certification Regarding Debarment").

**15. DISCLOSURE OF LITIGATION**

For each respondent (and each proposed subcontractor/joint venture partner, if any), the bid submittal shall include a complete disclosure of any civil litigation, arbitration, or proceeding to which respondent or proposed subcontractor is a party and that is pending or was concluded within one year from the date of this IFB. **THIS REQUIREMENT IS A CONTINUING DISCLOSURE REQUIREMENT**. Any such litigation, arbitration, or other proceedings commencing after submission of an IFB shall be disclosed in a written statement to the buying staff within 30 calendar days of its occurrence. Respondents should so indicate when the details of a settlement may, by their terms, not be disclosed.

**THIS SPACE LEFT INTENTIONALLY BLANK.**

## 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

The District shall provide a Contract Sponsor 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 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 services, equipment, goods, and other work ("Work") as described in the Bid Requirement, Statement of Work, the Specifications, Rate Schedule, Work Schedule and Key Personnel Roles and Responsibilities, applicable Exhibits/Attachments to the Contract, respectively and that it is properly licensed, equipped, organized, and financed to perform the Work. The Contractor will provide all Work under this Contract as an independent contractor and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the District and 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. The Contractor shall perform the Work in accordance with its own methods, in compliance with the terms of the Contract.

Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Contractor to perform any Work for the District. In the event either party is held to be a partner, joint venturer, co-principal, employer or co-employer of the other, each party shall be responsible for any fines, penalties or taxes associated with its own employees.

Contractor shall be responsible for and indemnify, defend and hold District harmless from and against any and all liability for employment taxes, workers' compensation, disability, or unemployment compensation insurance, premiums or claims levied upon or attributable to the services rendered by Contractor and Contractor personnel, including but not limited to, all state and federal, FICA, worker's compensation, disability, unemployment withholding taxes, premiums and claims.

**4. RESERVED**

**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 notice to proceed, purchase order, or equivalent, if any, 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. Contractor may provide refurbished replacement equipment, subject to the District's approval.

b. Unless otherwise specified in the Contract, 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. Contractor shall also store all goods in a manner that facilitates inspection by the District.

**6. STANDARDS OF PERFORMANCE**

The Contractor shall 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 nature similar to the Work. 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.

**7. UNAUTHORIZED ACTIONS; AMENDMENTS**

Any action taken by the Contractor not conforming with the terms and conditions of the Contract will be considered as unauthorized and at the sole expense of the Contractor. Contractor will not be compensated for any actions deemed by the District to be unauthorized. No extensions of time will be granted under the Contract, NTP, or purchase order due to unauthorized actions.

No District employee or officer, except the CPO, or designee, may authorize any amendments to the Contract, issue a NTP or purchase order, or make revisions to NTPs.

## 8. CONTRACT TERMINATION

### A. Termination for Funding Restriction

If the District is not appropriated adequate funds for or to continue the Work under the Contract, by the Board of Education, the District shall provide written notification to Contractor of non-appropriation of funds (the "Non-Appropriation Notice"). In such event, the District shall have no further liability hereunder except with respect to payment for Work performed or delivered, up to the date of Contractor's receipt of the Non-Appropriation Notice. Notwithstanding the preceding sentence, in the event that the District terminates the Contract after the District has issued a NTP to Contractor, the District's obligation to pay for Work performed and delivered shall be as set forth in Section 27A, "Payment on Reduction or Termination of USAC Funding." This Contract shall terminate effective as of the date of the Non-Appropriation Notice unless the Non-Appropriation Notice specifically provides otherwise.

### B. Termination for Convenience

The District may terminate the Contract, in whole or in part, at any time without cause upon a minimum thirty (30) Days notice to Contractor, in which case the following provisions shall apply:

1. The notice may be effective as of a date certain or may apply only after the delivery of certain enumerated deliverables or portions of the Work.

2. The District shall pay Contractor within sixty (60) days after receipt of invoice from Contractor for:
   (i) Any Work not yet delivered which has actually been performed by Contractor (pro-rated on a percentage completion basis for any Work at a fixed price) except to the extent of a good faith dispute by the District as to their completion.

   (ii) Any amounts previously invoiced to District that remain unpaid and are not subject to a good faith dispute by District.

   (iii) Payment for any Work specified to be delivered under the notice of termination provided by the District (which pricing shall be derived from the Rate Schedule and, notwithstanding the foregoing, which payment shall not be due until sixty (60) days after the District's acceptance of such Work).

   (iv) All of Contractor's non-cancelable, prepaid and unrecoverable expenses incurred or paid by Contractor under this Contract and any reasonable project wind-down expenses incurred by Contractor in connection with the termination of Work which shall not exceed an amount to be determined as follows: Contractor shall provide to District an estimate of such expenses within the first sixty (60) days after the Effective Date, which estimate Contractor shall finalize within thirty (30) days after the beginning of the Period of Performance (after which time said not to exceed amounts may not be changed without mutual agreement of the parties) and which shall include all the major categories of such expenses, including fees of subcontractors and leases.

3. No other payments shall be due to Contractor other than those specified above.

4. Any payments made by District to Contractor for Work that Contractor did not actually perform for District or portions thereof the District has not yet received or accepted, shall be promptly refunded to District or, at the District's option, may be credited against amounts owed to Contractor.

**C. 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.

**D. Termination for Breach by the District**

In the event of a material breach of this Contract by District, the Contractor shall give the District notice thereof, and if such material breach is for non-payment of undisputed amounts due, or for any other material breach, and the District fails to cure such breach within 45 days of receiving such notice, Contractor may stop providing services to District.

**E. Termination for Breach by the Contractor**

(a). Cure Notice. If the Contractor has committed a material breach of the Contract, the District will send a cure notice ("cure notice") to the Contractor. The District may send such cure notice to each known assignee, guarantor, or surety of the Contractor. The Contractor shall have ten (10) working days from receipt of the cure notice (the "cure period") to cure its breach. During the cure period, Contractor shall sustain performance in all areas not affected by the cure notice.

(b). Termination Notice. The District may terminate the Contract, in whole or in part, by written notice, effective as of the date specified in the notice of termination (without limitation on other remedies that may be available to it under the Contract, at law or in equity), if the Contractor has failed to cure the material breach described in the cure notice or to make adequate progress to cure the such breach within the cure

period, or if the Contractor fails to pay any non-tax debt owed to the federal government or the Federal Communications Commission in a timely manner, as required by 47 C.F.R. §1.1910, which implemented the requirements of the Debt Collection Improvement Act of 1996.

For the purposes of the foregoing provision "material breach" shall mean the failure by the Contractor to perform any material obligation.

**G. Failure to Progress**

If applicable, the Contractor shall deliver an Initial Milestone Schedule for each site, which, upon approval by the District, shall constitute the Milestones Schedule for such site. The following Milestones on each site's Milestones Schedule shall constitute "Critical Milestones": Design Approval, Construction Start, Construction Complete, and Close-Out Documentation Complete. Additional Critical Milestones may be identified on the applicable Milestones Schedule. If any Critical Milestone shall not have been completed by the date specified for such Critical Milestone on the applicable Milestones Schedule, and such delay is caused by Contractor or any of its subcontractors and not otherwise excused hereunder, the District shall give

**8. CONTRACT TERMINATION-continued**

**G. Failure to Progress –continued**

Contractor notice providing a period of not less than thirty (30) days to complete such Critical Milestone. In the event that Contractor shall fail to complete the Critical Milestone identified in such notice within the stated cure period, the District may, in its sole discretion, thereafter either (a) extend the time for cure, or (b) declare an immediate termination of this Agreement (or terminate the Agreement in part, with respect to the Work or Services related to such Critical Milestone) for Failure to Progress without further payment obligation on the part of the District with respect to the portion so terminated (other than charges already due and owing). In the event of a termination for Failure to Progress in accordance with this section, the District shall have no further liability to Contractor with respect to any payments not yet due and owing that are related to the portion so terminated.

**H. Termination for Bankruptcy**

If the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or, as debtor, shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then (at the option of the District) the Contract shall terminate and be of no further force and effect.

**G. Transition on Termination**

(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 46, "Budget Contingency:"

(i) 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;

(ii) 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;

(iii) 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.

**8. CONTRACT TERMINATION -- continued**

**I. Transition on Termination-continued**

(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 or otherwise pursuant to Section 8(D), "Termination for Breach by the Contractor," 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 pursuant to Section 8(D), 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 46, "Budget Contingency," the District reserves the right to select a new vendor pursuant to state and local procurement policies, rules, and regulations.

(5) 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.

**J. Transition on Termination; 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 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.

**K. 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 in Section 8(A), "Termination for Funding Restriction" or Section 8(B), "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.

## 9. RIGHTS IN PROPERTY

**a. Title**

i. 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 Contractor's delivery to and acceptance of such District Property by the District.

ii. 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.

iii. The title transferred as described above shall in each case be good and marketable, and free and clear from any and all debts, liens, security interest, mortgages, taxes, charges, claims, or encumbrances. The Contractor shall not pledge or otherwise encumber the District Property in any manner that would result in any debts, liens, security interest, mortgages, taxes, charges, claims, or encumbrances upon or against the District Property.

iv. The Contractor shall promptly execute, acknowledge, and deliver to the District proper bills of sale or other written instruments of title for the District Property in a form as required by the District; said instruments shall convey to the District title to District Property free and clear of debts, liens, security interest, mortgages, taxes, charges, claims, or encumbrances.

v. Excluding licensed software and other mutually agreed upon products, all deliverables and products developed and delivered in association with the Work shall be the property of and belong solely to the District.

vi. Contractor shall retain all right, title and interest in any Licensed Software and copies thereof.

**b.** The District Property shall be used by Contractor only for performing Work under the Contract, unless otherwise provided in the Contract or approved by the District's CPO.

**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**

**a.** 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 Identification Number ("SPIN") prior to the assignment. The assignment is subject to approval for the SPIN change from the USAC.

**b.** 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.

**c.** 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. 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.

**11. ASSIGNMENT -- continued**

**d.** 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:

(i) The assigning party remains responsible under this Contract;

(ii) The assigning party executes and delivers to the District the assignment via the District's Guarantee Form;

(iii) 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

(iv) The assignee receives approval for the SPIN change from the USAC.

**12. SEVERABILITY**

In the event any Article, section, Sub article, paragraph, sentence, clause, or phrase contained in the Contract or NTP 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, Sub articles, paragraphs, sentences, clauses, or phrases of the Contract , which shall remain in full force and effect as if the Article, section, Sub article, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Contract or NTP.

**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 6250 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 Contractor, the District's sole involvement will be as a stakeholder, retaining the information until otherwise ordered by a court. Contractor, 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 defend, indemnify and hold the District harmless from all losses, costs and expenses including attorneys' fees, in connection with any such action, including without limitation losses, costs and expenses arising out the District's failure to provide, or delay in providing, the information requested by a Public Records Act request.

**15. AGENT TO ACCEPT SERVICE**

The Contractor shall maintain a duly authorized agent as identified in Section II A, Item #14 ("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 #12 entitled "Manufacturer's 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 either party 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 such party to insist upon strict performance of the obligations set forth in the Contract, or any of its rights or remedies as to any prior or subsequent default hereunder.

## 17. CONFIDENTIALITY

Each party agrees that for and during the entire term of the Contract, any information, data, figures, records, findings and the like received or generated by a party (the "Receiving Party") in the performance of the Contract, that is marked as confidential, and concerns the other party shall be considered and kept as the private and privileged records of the Receiving Party and will not be divulged to any person, firm, corporation, or other entity except on the direct authorization of the other party. The Receiving Party shall hold such confidential information in confidence with the same degree of care with which it protects its own proprietary information, but in any event at least reasonable care. Further, upon termination of the Contract for any cause, the Receiving Party 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 other party.

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.

Except with respect to information regarding the District's past or present administration, employees, faculty, parents, or students, the parties shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in each party's possession, is independently developed by the party outside the scope of the Contract, or is rightfully obtained from third parties. The Parties also may disclose information which is required to be disclosed under the California Public Records Act, Government Code Section 6250 et. seq. or as otherwise required by law. If Contractor is required by law to disclose information, Contractor will give the District reasonable notice, as circumstance allows.

Contractor's obligation of confidentiality and non-disclosure under this Section 16 shall also apply to information regarding the District's past or present administration, employees, faculty, parents, or students regardless of whether is it marked confidential. Such obligation shall survive the termination or expiration of this Contract.

## 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 Work shall be performed. Contractor shall adhere to the District's and other applicable rules and regulations pertaining to safe driving on school grounds, and surrounding neighborhoods particularly when students and children are present. The Contractor's drivers shall exercise extreme caution at all times and be sensitive to community concerns regarding excessive noise.

Contractor's 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 Work. 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).

The Contractor's drivers shall observe all applicable ordinances and/or restrictions pertaining to operating times and noise abatement.

The Contractor shall obtain on a timely basis any DMV Biannual Inspection of Terminal (BIT) required by law. The Contractor shall immediately notify the District of any inspection failure.

Contractor's representatives operating vehicles on District property shall use extreme caution at all times, with a maximum speed of 5 M.P.H. Contractor's vehicles driving onto campuses must have two escorts (one in front and one in the back of the vehicle).

## 20. INDEMNITY

The District shall not be liable for and 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 claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims") 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, arising from the negligence or willful misconduct of the Contractor, 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 negligent act, negligent omission, or willful misconduct of the Contractor or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with his performance under the Contract, unless such injury is caused by the negligence or willful misconduct of the District.

**20. INDEMNITY -- continued**

**c.** Any liability that may arise from the furnishing or use of any copyrighted composition, or patented invention, under this Contract provided the District: (i) shall have followed Contractor's reasonable instructions for use of the intellectual property associated with the Equipment; (ii) shall not have modified the Equipment unless previously authorized by Contractor. In addition to accepting responsibility for any liability that may be incurred by District for such infringement, Contractor shall, at its option, either (i) acquire the rights to utilize the intellectual property; (ii) in accordance, as applicable, with E-Rate rules and regulations, substitute other functionally equivalent products meeting the bid specifications for the infringing units or modify the infringing units so that they no longer infringe; or (iii) accept return of the infringing units, providing District with credit for the remaining value of any returned units. These options may be exercised by Contractor at any time after notification of an alleged infringement but shall not affect Contractor's obligation to indemnify District for any liability that may be incurred as a result of a finding of infringement. THIS PARAGRAPH STATES THE ENTIRE LIABILITY OF CONTRACTOR WITH RESPECT TO THE INFRINGEMENT OF PATENTS, COPYRIGHTS AND TRADEMARKS BY THE EQUIPMENT PROVIDED UNDER THE 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 Indemnities on any such claims or demands, and satisfy any judgment that may be rendered against the District Indemnities; provided, however, 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.

**21. AUDIT AND INSPECTION OF RECORDS -- continued**

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 the Contract 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, 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 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.

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. Contractor shall offer environmental alternatives to virgin products in response to 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 -- continued

d. The District may contract with Contractor for product servicing and product life extension service. To the maximum extent feasible, Contractor shall provide machinery and electronic equipment which, when the District ceases using it, is returnable by the District to the manufacturer or Contractor for credits or recycling. At the District's request and option, Contractor shall assist the District in disposing of such machinery and electronic equipment, including at public auction.

## 23. 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.

## 24. FINGERPRINTING (IF APPLICABLE)

**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.

**a.** 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 25.a.

**b**. 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.

## 25. 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 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 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.

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

Notwithstanding the foregoing, the District may in its sole discretion issue a PO to Contractor before the USAC funds the Work. If, at the time District's issuance of the PO, the USAC has not funded any or all amounts of the Contract, the District reserves the right to 1) issue a PO for reduced services, 2) reduce the number of accounts/sites, or 3) terminate the Contract. If the USAC funds the Work after the PO is issued to Contractor, the District will amend the PO to reflect USAC approved funding. If the District remits payment to Contractor under the PO for any products and/or services which qualify for E-Rate funding, Alternatively, the District may, in its sole discretion, reduce the amount of matching funds it is required to pay to Contractor in an amount equal to the portion, percentage, or amount of the payments made by the District under the PO that can be satisfied by E-Rate funding.

Refer below to Section 31. INVOICES AND PAYMENTS, subsection (b) BEAR Option for further details.

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 PROCEDURES, 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 PROCEDURES, RULES AND REGULATIONS, CONTRACTOR WILL PROCEED UNDER SECTION 48A, "JOINTLY SEEK CLARIFICATION OF E- RATE REQUIREMENTS." SUBJECT TO SECTION 48A, CONTRACTOR WILL COMPLY WITH THE APPLICABLE E-RATE RULES AND REGULATIONS. TO CONTRACTOR'S KNOWLEDGE AT THE TIME OF SIGNING, CONTRACTOR IS NOT AWARE OF ANY PRESENT CONFLICT.

## 26A. 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 8(A), "Termination for Funding Restriction," Section 26, "USAC Funding Condition," Section 27, "Issuance of Notice to proceed Before E-Rate Funding and Rebates," and Section 46, "Budget Contingency," in the event that, after the District has issued a PO 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) The invoice payments are made by the USAC using Billed Entity Applicant Reimbursement (FCC Form 472). District will pay the Contractor the Contract price for any goods and services with respect to any Work performed or any equipment delivered.

## 27. PAYMENT OF PREVAILING WAGES; PROJECT STABILIZATION AGREEMENT (IF APPLICABLE)

### a. Prevailing Wage

Pursuant to California Labor Code 1771.5, the Owner requires contractors to pay the prevailing wage for each craft employed for projects in excess of $25,000 when the project is for alteration, demolition, repair, or maintenance. The Los Angeles Unified School District operates an approved Labor Compliance Program ("LCP") which shall be enforced on public works projects that exceed the monetary thresholds mentioned above. Copies of the prevailing wage rates of per diem wages are available at https://facilities.lausd.org/ or www.dir.ca.gov/dlsr/pwd. is applicable to all projects over $15,000 and incorporated herein by reference. For questions and assistance, please contact the District Labor Compliance Office at (213) 241-4665, lcp@lausd.net or at www.laschools.org.

Prevailing wage rates are available on the Internet at: http://www.dir.ca.gov.

### b. Project Stabilization Agreement

The Project Stabilization Agreement ("PSA") applies to all construction and major rehabilitation work pursuant to prime multi-trade construction contracts that exceed $175,000 and all prime specialty contracts that exceed $20,000 that are funded in whole or in part by monies from Proposition BB, Measure K, Measure R and/or future propositions or measures as set forth in Article 2 of the PSA. If the PSA applies to this Work, the Contractor and all subcontractors of every tier are required to abide by its terms. Contractor agrees to be bound by the PSA and to require all subcontractors of every tier to do so. For information pertaining to PSA, Contractor can refer to the following web address: https://facilities.lausd.org/

**THIS SPACE LEFT INTENTIONALLY BLANK.**

## 28. 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 ("PSA"). The PSA applies to all projects funded over the applicable thresholds by Proposition BB, Measure K, Measure R, Measure Y, Measure Q, and/or future bond money, which are not expressly excluded in the PSA.

(1) The 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.

(2) For questions and assistance, please contact the PSA Administration Unit at (213) 241-4653, psa@lausd.net, or https://facilities.lausd.org/ on the web.

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

(4) 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 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 Consultant and Subcontractors. For information and/or technical support, call (213) 241-4647 or email lcp@lausd.net;
   b. Following PSA Guidelines regarding hiring procedures;
   c. Paying minimum prevailing wages, where applicable;
   d. Signing and executing union participation agreements when appropriate (as specified by the PSA);
   e. Making fringe benefit contributions based upon certified payroll reports in a timely manner
   f. Registering core workers as required by the signatory unions to the PSA.

(5) 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 about 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

**28. PROJECT STABILIZATION AGREEMENT (PSA) - continued**

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.

(6) 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.

(7) 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

**29. PERSONNEL**

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.

**30. INVOICES AND PAYMENTS**

All invoices must be sent to the following address below:

Mail One Original Invoice to:
Los Angeles Unified School District
Accounts Payable Branch
333 S. Beaudry Avenue, 27th Floor
Los Angeles, CA 90017

Mail One Original Invoice and One Copy to:
Los Angeles Unified School District
Information Technology Division
Attention: Rayfung Tung or designee
333 S. Beaudry Avenue, 9th Floor
Los Angeles, CA 90017 (213) 241-1070

All invoices submitted for payment must include the following:

- Date of Invoice (submission date to the District)
- Dates of Services
- Bill To or Ship To Address

- 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.
- Service Provider Identification Number (SPIN)
- A description of the services provided

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

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.

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 PO 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.

**30**. **INVOICES AND PAYMENTS – continued**

**1) - continued**

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")** – N/A

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 Authorization 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 intends to 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.

**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 – N/A**

**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 that it has been approved.

**30. <u>INVOICES AND PAYMENTS</u>- continued**

**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.

## 31. TAXES

The District shall pay only the California Sales and Use Tax, and/or the Los Angeles County Uniform Local Sales and Use Tax, and shall pay such taxes when applicable and listed separately by Contractor on the invoice. The taxes to be paid by the District are only those which are included as a separate line item in the Unit Rate Schedule Section of the Rate Schedule.

**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 on the Effective Date that becomes effective during the Contract term shall be paid by the District, provided that the items/services being provided under this Contract are subject to such tax. Contractor shall notify the District of any changes in taxation categories or rates applicable to this Contract or the Work.

## 32. AUTHORIZED DISTRICT PERSONNEL

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

The District authorized representative for contractual matters shall be: See Section

II.A, Authorized District Representative, page 7.

The District authorized representative for contract matters shall be:

Rayfung Tung
IT Admin, Network Operations
Information Technology Services
Los Angeles Unified School District
213-241-1070
E-mail: rayfung.tung@lausd.net

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

Daphne Congdon
Director of IT, Finance and Administration
Information Technology Services
Los Angeles Unified School District
213-241-1073
E-mail: daphne.congdon@lausd.net

## 33. DISTRICT RIGHTS

The District reserves the right to:

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

2. 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 46, "Budget Contingency");

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

4. Reduce the scope of the Work and funding;

5. Add and/or remove schools; and

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

## 34. INSPECTION OF CONTRACTOR'S FACILITY

The District reserves the right to inspect the Contractor's non-high security facilities during the Contract term at any time during normal business hours upon reasonable prior notice.

## 35. DEBARMENT AND SUSPENSION CERTIFICATION

By signing this Contract, the Contractor certifies that:

A. The Contractor and any of its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

B. 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.

Contractor shall maintain insurance coverage in accordance with District requirements throughout the term of the Contract, including any renewals or extensions. Evidence of insurance shall be provided prior to contract execution.

## 36. INSURANCE REQUIREMENTS

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

**a. Commercial General Liability (CGL)**

Commercial 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 med expenses
$1,000,000 personal & adv. injury
$3,000,000 general aggregate
$3,000,000 products/completed operations aggregate

**b. Commercial (Business) Automobile Liability (CA or BA)**

Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than $1,000,000 per occurrence. If no owned autos, then non-owned/hired coverage can be accepted.

a. **Workers' Compensation** (WC)

Workers' Compensation and Employers Liability Insurance 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
Part B – Employer Liability -- $1,000,000/$1,000,000/$1,000,000

b. Errors & Omissions (Professional Liability) coverage, when applicable, with the following limits:
$3,000,000 per claim or wrongful act
/$3,000,000 aggregate
c. Cyber Insurance
$3,000,000 per occurrence/ $ 3,000,000 aggregate.

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

**Exemption:** Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Workers' Compensation Statement.

d. Any deductibles or Self-Insured Retentions (SIR) shall be declared in writing. An SIR or deductible above $100,000 requires District approval.

e. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish LAUSD with certificates of insurance evidence of such coverage. The Commercial General and Automobile Liability policies shall name the Los Angeles Unified School District and its Board of Education as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. The Contractor shall be required to provide LAUSD with 30 days' prior written notice if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this Agreement at no additional charge.

f. The Certificate Holder portion of the insurance certificate and Additional Insured Endorsement must be listed as follows:

Los Angeles Unified School District
& the Board of Education of the City of Los Angeles
333 South Beaudry Avenue, 28th Floor
Los Angeles, CA 90017

## 37. CONTRACTOR'S CODE OF CONDUCT

Contractor shall comply with the District's Contractors Code of Conduct available at ..\OneDrive - Los Angeles Unified School District\Documents\Contractor_Code_of_Conduct 2026.pdf and made a part hereof.

## 38. COVENANT AGAINST CONTINGENT FEES

**A.** The Contractor represents and 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 bona fide Agent of Contractor. A breach or violation of this warranty shall be considered a breach of contract pursuant to the Article entitled Termination For Breach by Contractor herein. In addition to any rights and remedies otherwise provided for in the Contract or by law, the District may deduct form the total Contract price or considerations, or otherwise recover the full amount of the contingent fee.

**B.** "Bona fide agent", as used in this Section, 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.

**C.** "Bona fide employee", as used in this Section, 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.

## 39. COVENANT AGAINST CONTINGENT FEE- continued

**D.** "Contingent fee," as used in this Section, means any commission, percentage, or other sum that is payable only upon success in securing a District contract.

**E.** "Improper influence," as used in this Section, 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.

## 40. 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.

## 41. 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.

## 42. PACKAGING AND IDENTIFICATION

**A. Packaging:** Items shall be packaged sufficiently to protect them from damage during transit. All deliveries shall be made in cartons properly marked and fully labeled, showing Contractor's name, contents, quantity, and sizes. Items which are repacked and delivered in a quantity less than a full case shall be clearly marked as such and if being delivered on a pallet shall be stacked at the top of the delivery.

**B. Packing Slip:** Shall have the District contract number, contents, quantity, description, District purchase order, and SKU number.

**C. If Not Properly Packaged or Identified,** or if the packaging is damaged (either obvious or concealed), the District shall have the right to reject such delivery, and Contractor shall bear all costs (return and re-delivery).

## 43. 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:

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

The Contractor shall validate the cost of the substituted product. If the cost of the substituted product is less than that of the product it replaces, the Contractor shall not profit from the reduced cost and shall extend any cost savings to the District.

No substitutions shall be made without prior written permission by the District. Contractor shall ensure that all substitutions comply with FCC rules and USAC procedures. Contractor will work with the District's ITD E-Rate Office and Contract Sponsor to prepare the required documentation for submittal to the USAC. The District's quality assurance process and acceptance of the product does not constitute an approved service 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 (https://www.usac.org/e-rate/) for more information.

## 44. DELIVERY

Contractor shall deliver any equipment, goods or products to the District as an "inside delivery." Contractor shall comply with all provisions contained in the Statement of Work with respect to delivery.

## 45. NOTICES

Any notices required or permitted under this Contract shall be in writing and shall be effective (a) upon receipt; (b) when delivered by hand or courier; (c) when sent by confirmed facsimile with a copy sent by another means specified in this Section, or (d) five (5) days after mailing, postage prepaid, certified and return receipt requested, in each case to the address of such party set forth below:

To the Contractor:

Name:
Title:
Phone Number:
Email:
Address:

To the District:

| | |
|---|---|
| Name: | Zachary Watson |
| Title: | Contract Administration Analyst |
| Phone Number: | (562) 654-9486 |
| E-mail: | zachary.watson@lausd.net |
| Address: | LAUSD Procurement Services Center<br>8525 Rex Road, Pico Rivera, CA 90660 |

Either party may from time to time substitute a new address or addresses for notices by delivery to the other party of a notice complying with this paragraph. Telephone numbers above are provided for information only, not as an address for notices.

## 46. BUDGET CONTINGENCY

If funding for any fiscal year is reduced or terminated by the Board of Education or the USAC with respect to this Contract, in addition to the District's right to terminate the Contract pursuant to Section 8(A), "Termination for Funding Restriction," 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.

## 47. REPRESENTATIONS AND WARRANTIES

Notwithstanding any language to the contrary in this Contract or any exhibit or addendum to this Contract, Contractor represents, warrants, and covenants to District as follows:

A. **Compliance with Laws and Regulations**

At all times during the continuance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations during its performance of this Contract and all Work. Contractor has all licenses or certificates required to perform the Work or has received waivers from such requirements. Contractor shall insure that all subcontractors performing Work under this Contract are properly licensed to perform such Work. Contractor shall provide District with all reasonable assistance in complying with all applicable federal, state, and local laws and regulations. Contractor shall provide the USAC with truthful and accurate information about its invoices upon request by the USAC.

B. **Noninfringement**

To the best of Contractor's current knowledge, the Work shall not violate or infringe upon the rights of any third party, including, without limitation, any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind.

C. **Authority**

Contractor has full power and authority to enter into this Contract and to perform hereunder, and such entry and performance do not and will not violate any rights of any third party.

D. **No Claims**

There is no action, suit, proceeding, or material claim or investigation pending or threatened against Contractor in any court, or by or before any federal, state, municipal, or other governmental department,

commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect the Work or restrict Contractor's ability to complete the transactions contemplated by this Contract, or restrict District's right to use the Work. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding.

**48A 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.

**SECTION V.**

## 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/

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

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 (10-digit number, begins with "1"). If you have a LAUSD SAP Vendor Number, you may access your vendor profile through the Supplier Portal and apply for LAUSD SBE or Micro certification. The Supplier Portal is located at https://procurement.lausd.org/apps/pages/Vendor-Services

   If you do not have a LAUSD SAP Vendor Number, go to the Supplier Self-Registration Portal to register for a SAP Vendor Number and apply for LAUSD SBE or Micro- certification at https://procurement.lausd.org/apps/pages/Vendor-Services

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**
**SMALL BUSINESS ENTERPRISE PROGRAM**
**UTILIZATION REPORT**

IFB/RFP No.: **2448920600**

The Los Angeles Unified School District encourages participation by Small Business Enterprise (SBE) and Micro-Business (Micro) firms in procurement activity. Bidders/proposers must execute a copy of this Report, include it with their RFP/IFB response **and** apply for, or have received SBE or Micro-business certification through the LAUSD online Supplier Portal (SAP system) to be recognized as having SBE or Micro-business participation for purposes of this solicitation.

**Reciprocal SBE Agencies:**

- **State of California – Department of General Services**
- **Metropolitan Water District of Southern California**
- **City of Los Angeles**
- **Los Angeles Metro**
- **Los Angeles County**

**Reciprocal Micro-business Agency:**

- **State of California – Department of General Services**

**Firm Name**_____ **IFB/RFP#**_____

**SBE or Micro-business Status (check one)**

☐ **Our firm(s) is/are certified within the LAUSD system of record (SAP) as an SBE.**
**LAUSD Vendor No.**_____

☐ **Our firm(s) is/are certified within the LAUSD system of record (SAP) as a Micro-business.**
**LAUSD Vendor No.**_____

☐ **Our firm(s) is/are certified with an LAUSD reciprocal agency listed above (proof of Small Business, Micro-business or Disabled Veteran-Owned Business Certification is attached) and will complete the registration in the LAUSD system of record (SAP).**

☐ **Our firm(s) utilize(s) certified SBE or Micro subcontractors. These subcontractors have SBE or Micro certification documented within the LAUSD system of record (SAP). Please list the LAUSD-certified subcontractors, the SAP vendor number for each and the percentage of the**

| Subcontractors/Subconsultants | SBE/Micro (Yes/No) | % Participation | Work to be Performed | LAUSD Vendor #* |
|---|---|---|---|---|
| | | | | |
| | | | | |

☐ **No SBE or Micro-business utilization.**
☐ **Non-profit organization****
☐ **Educational institution****
☐ **Government agency****

****Not eligible for SBE or Micro certification.**

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

**Name** _____ **Title**_____

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

*Proposers can register for a LAUSD vendor number and apply for SBE/Micro certification at https://procurement.lausd.org/apps/pages/Vendor-Services, under "LAUSD SAP Vendor Registration (Supplier Self Registration)." 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.

## 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 a 10-digit LAUSD SAP 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 https://procurement.lausd.org/apps/pages/Vendor-Services If you do not have a LAUSD SAP Vendor Number, go to the Supplier Self-Registration Portal in order to register for a SAP Vendor Number and apply for VBE/DVBE certification at https://procurement.lausd.org/apps/pages/Vendor-Services

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: https://www.dgs.ca.gov/

**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.

**MONITORING/PENALTIES**

If any firm listed on the VBE/DVBE Utilization Report as a VBE/DVBE is found not be a VBE/DVBE, such finding may affect any future determination of responsibility for the firm(s) submitting the report.

**LOS ANGELES UNIFIED SCHOOL DISTRICT**
**DISABLED VETERAN ENTERPRISE (DVBE) and**
**VETERAN BUSINESS ENTERPRISE (VBE) UTILIZATION REPORT**

**Bid No.: 2448920600**

**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.**

**DVBE/VBE STATUS (check one)** **LAUSD SAP Vendor #_____**

☐ **Our firm(s) is a certified DVBE certified by the California Department of General Services. _____**

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

☐ **Our firm utilizes DVBE/VBE subcontractors/subconsultants. (List DVBE/VBE firms utilized, including their DGS number or other required documents, and the percentage)**

| Subcontractors/Subconsultants | DVBE/VBE (Yes/No) | % Participation | Work to be Performed | LAUSD Vendor #* |
|---|---|---|---|---|
| | | | | |
| | | | | |

☐ **No DVBE/VBE utilization**

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

**Name** _____ **Title**_____

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

*Proposers can register for a LAUSD vendor number and apply for DVBE/VBE certification at https://procurement.lausd.org/apps/pages/Vendor-Services, under "LAUSD SAP Vendor Registration (Supplier Self Registration)." 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.

# MBE Utilization Form

**Proposer: _____**

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

The Los Angeles Unified School District encourages participation by Minority Business Enterprise (MBE) firms in procurement activity. Proposers/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. Proposers/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, proposers/proposers represent that this is an accurate representation of the MBE status or utilization for the firm(s) participating in this contract.

**Name _____** **Title_____**

**Signature_____** **Date_____** **Telephone_____**

* Proposers can register at https://procurement.lausd.org/apps/pages/Vendor-Services, under "LAUSD SAP Vendor Registration (Supplier Self Registration)." 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**

# WBE Utilization Form

**Proposer: _____**

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

The Los Angeles Unified School District encourages participation by Women Business Enterprise (WBE) firms in procurement activity. Proposers/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. Proposers/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, proposers/proposers represent that this is an accurate representation of the WBE status or utilization for the firm(s) participating in this contract.

**Name _____ Title_____**

**Signature_____ Date_____ Telephone_____**

* Proposers can register at https://procurement.lausd.org/apps/pages/Vendor-Services, under "LAUSD SAP Vendor Registration (Supplier Self Registration)." 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**

# 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:

(1) 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.

(2) 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.

(3) 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 B**

| | 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**

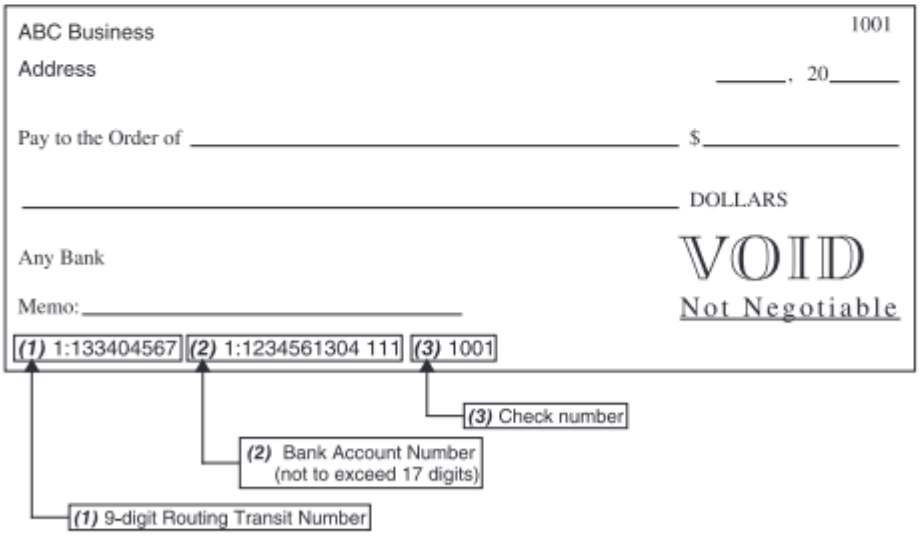
2. **Section II - Payee/Company Information Section**

   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*

**V. 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.

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***

## 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.

If "Yes", please mark one or more responses to describe the nature of the engagement and/or services, and provide details of each in a separate attachment.

- ☐ External Contracts
- ☐ Financial Contributions
- ☐ Donations
- ☐ Sponsorships
- ☐ Partnerships
- ☐ Other business activities

By signing below, I hereby certify that I am fully authorized to execute this declaration on behalf of my organization.

**Signature:** _____ **Printed Name:** _____

**Title:** _____ **Company Name:** _____

**Point of Contact Information:**

**Direct Phone:** _____ **Email Address:** _____

## ATTACHMENT A – PRODUCT SPECIFICATIONS
## NETWORK EQUIPMENT ENTERPRISE MAINTENANCE AGREEMENT

I. Executive Summary

A. The intent of this Invitation for Bid (IFB) is to provide manufacturers or equivalent software maintenance agreement to provide software upgrade for bug fixes, fix security vulnerabilities, and provide 24x7 technical support for network equipment. This includes, but is not limited to electronics, associated modules, software, applicable license, and related components to maintain the existing installed network equipment at schools and offices throughout the Los Angeles Unified School District.

B. The purpose of this IFB is to establish a comprehensive and cost-effective solution for maintenance and support of existing network equipment.

C. Procurements under this contract do not include, nor are they intended for the acquisition of services associated with onsite labor. This is intended to provide basic technical support including online and telephone based technical support, software upgrades and patches including bug fixes and security patches for existing network equipment.

D. Bidder(s) must respond with submittal per the Rate Schedule and IFB Section II.A, Item #2, Term of Unit Rate Requirements Contract.

II. Scope Of the Contract

A. The period of performance will be for a period of three years to provide the maintenance agreement.

B. Any equipment inventory requiring maintenance is listed in the Rate Schedule.

C. The District reserves the right to add or remove any equipment from this agreement at any time.

D. List of District sites where the equipment is located is provided in Attachment B1 (District Site List Cisco)

E. The District reserves the right to add or remove sites from the contract at any time.

F. Upon contract award, the District and awardee will work to finalize the initial school and inventory list for the purpose of the E-rate application filing.

G. Basic technical support is defined to include online and telephone-based technical support and Software upgrades and patches which include bug fixes and security patches.

H. Agreement will be for software maintenance to provide software upgrade for bug fixes, fix security vulnerabilities, and provide 24x7 technical support for network equipment.

I. All maintenance will be invoiced one-time annually for each year of the contract. Invoicing will be by school site, for the upcoming term, based upon the inventory provided by the District. The inventory list may change from year to year. Quantities shown on the rate schedule are estimates and are subject to change.

J. Any equipment uninstalled and no longer in use after the yearly renewal payment, will have the maintenance cost, from date of removal to the next renewal date, credited and reimbursed to the District. That credit will be for the amount originally paid for one year of support, divided by twelve, with the amount credited equal to the number of remaining months on the maintenance support period for that equipment.

K. Any equipment installed and in use after the payment will be prorated from the time of the maintenance to the end of the period of performance date.

L. Each year's rate schedule must be completed, with the first year containing the actual cost for each line item and subsequent years containing any anticipated increases on the cost for the listed line items.

M. Net Cost provided on each year Rate Schedule will be a not-to-exceed amount for all support items listed on the Rate Schedule for that year of the contract. In the event of price reductions with future Manufacturers catalog and Price List, the District shall be given the benefit of any lower prices.

----------END----------