



LONG BEACH

UNIFIED • SCHOOL • DISTRICT

REQUEST FOR PROPOSALS BID NO. 2627-006-RFP

MDF/IDF SWITCH REPLACEMENT PROJECT (E-RATE FUNDING YEAR 2027)

PROCUREMENT TIMELINE

Publication – The Signal Tribune	Friday, October 2, 2026 and October 9, 2026
MANDATORY Pre-Proposal Conference	Tuesday, October 13, 2026, at 9:00 AM (PST) Join Zoom Meeting https://us04web.zoom.us/j/77898980175?pwd=C0BasYgQErjDdcE1ijti5a6OOvjUWg.1 Meeting chat link https://us04web.zoom.us/jc/77898980175 Meeting ID: 778 9898 0175 Passcode: rC2xir
MANDATORY Job Walk/Site Visits	Tuesday, October 13, 2026, at 12:30 PM (PST) <u>Location: Wilson High School</u> <u>4400 E. 10th Street</u> <u>Long Beach, CA 90804</u>
Request for Information/Clarifications (RFIs) Due	Friday, October 23, 2026, by 12:00 PM (PST)
Prequalification Submissions Due	Thursday, October 29, 2026, at 12:00 PM (PST)
Response to Request for Information / Addenda to be Issued By	Friday, October 30, 2026
RFP Submissions Due (Electronically)	Friday, November 13, 2026, by 2:00 PM (PST)
Anticipated Board Approval Date	Wednesday, December 16, 2026

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END OF DOCUMENT

INVITATION TO PROPOSE

1. Notice is hereby given that the governing board ("Board") of the **Long Beach Unified School District** ("District") will receive proposals from qualified Vendor ("Proposer") to provide the following services:

**BID NO. 2627-006-RFP
MDF/IDF SWITCH REPLACEMENT PROJECT
(E-RATE FUNDING YEAR 2027)**

It is anticipated that the scope of work for services will include, but not limited to, the requested Scope of Work detailed in Attachment A, which is included in the Appendix of this RFP.

2. The Project consists of:

Long Beach Unified School District (LBUSD) is seeking a qualified vendor to replace aging Cisco core MDF and IDF access switches at multiple school locations within the LBUSD boundaries. Including but not limited to planning, collaboration, implementation, system test and verification, and post-installation support & remediation.

Site Name	Site Address
Carver Elementary School	5335 E Pavo Street, Long Beach, CA 90808
Lakewood High School	4400 Briercrest Avenue, Lakewood, CA 90713
Sato Academy of Math & Science	1100 Iroquois Avenue, Long Beach, CA 90815
Wilson High School	4400 E 10 th Street, Long Beach, CA 90804

3. To bid on this Project, the Proposer is required to have been prequalified by the District. In addition, if the Project has electrical, mechanical, or plumbing components that will be performed by subcontractors performing under the following license classification(s), then each of those subcontractors that intend to bid as a first-tier subcontractor to a general contractor (prime contractor) are required to have been prequalified by the District: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46. All prequalification questionnaires must be received at QualityBidders.com prior to the submission cut-off date.

4. Proposals are to be submitted and uploaded electronically via the District's [Online Vendor Portal](#) on PlanetBids **on or before the date indicated on the RFP Documents Cover Page**. Proposer assumes full and sole responsibility for timely receipt of its Proposal and any other documents required to be submitted with the Proposal, by the District at the Online Vendor Portal.

NOTE:

- Pushing the submit button on the electronic system may not be instantaneous and may take time for the Proposer's documents to upload and transmit before the Proposal is accepted.
 - It is the Proposer's sole responsibility to ensure their document(s) are uploaded, transmitted, and arrive in time electronically.
 - Once a Proposer's Proposal is successfully uploaded to the Online Vendor Portal, the Proposer will receive a five (5) digit "VBID" electronic confirmation number. This number should be recorded as proof of submission of your bid. If the Proposer does not receive an electronic confirmation "VBID" number, the Proposer's upload was not successful or was electronically received after the Proposal date / time.
 - The District is not responsible for Proposals that are received after the deadline noted above. In the event of a conflict between any of the provisions of the Online Vendor Portal and the Contract Documents, the provisions in the Contract Documents shall control.
 - Proposers **are required** to upload the mandatory proposal submission forms in the bid document. Missing documents may cause your proposal to be deemed non-responsive.
5. All proposals shall be on the form provided by the District. Each proposal must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Proposers.
6. To bid on this Project and perform the work required by this notice, the Proposer must possess one or more of the following State of California Contractor Licenses: **B, C-7 or C-10**. The Proposer's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract. If, at time of award of the contract, propose is not licensed to perform the project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California such proposal will not be considered.
7. As security for its Proposal, each Proposer shall provide with its Proposal form
- a bid bond issued by an admitted surety insurer on the form provided by the District,
 - cash, or
 - a cashier's check or a certified check, drawn to the order of the **Long Beach Unified School District**,
- in the amount of ten percent (10%) of the total proposal price. This bid security shall be a guarantee that the Proposer shall, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the proposal.

8. The successful Proposer shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Project.
9. The successful Proposer may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of Public Contract Code § 22300.
10. The successful Proposer and its subcontractors shall pay all workers on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to Labor Code § 1770 et seq. Prevailing wage rates are on file with the District and are available to any interested party on request or at http://www.dir.ca.gov/oprl/statistics_and_databases.html. Proposers and Proposers' subcontractors shall comply with the registration and qualification requirements pursuant to Labor Code §§ 1725.5 & 1771.1 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR.
11. **Pre-Proposal Conference.** A **MANDATORY** pre-proposal conference will be held via Zoom. Please refer to the cover page for the zoom link and access information.

Contractors/Firms must sign-in in the zoom chat to document their required attendance. Only those proposers who also attended the pre-proposal meeting will be allowed to attend the job walk.

12. **Pre-Proposal Job Walk/Site Visit.** A **MANDATORY** job walk/site visit to one (1) District site is scheduled on the date referenced on cover page. Contractors are to meet at the site (see list below) at 12:30 pm.

Contractors must sign-in with District representative to document their required attendance at the site.

Site Name	Site Address
Wilson High School	4400 E 10 th Street, Long Beach, CA 90804

13. **RFP Documents.** RFP documents can be found on the District's [Online Vendor Portal](#) on PlanetBids (click on "Bid Opportunities"). Planet Bids maintains the list of prospective proposers for the project and will use this list to notify proposers via email of any Addenda issued by the District during the bidding process.
14. The District's Board reserves the right to reject any and all proposals and/or waive any irregularity in any proposal received. Unless otherwise required by law, no proposer may withdraw its bid for ninety (90) days after the submission due date.
15. The District shall award the Contract, if it awards it at all, to the firm with the highest best value score.

END OF DOCUMENT

INSTRUCTIONS TO PROPOSERS

Proposers shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Proposal.

1. **Project.** Proposals are requested for the following services, or work described in general, for the following project:

**BID NO. 2627-006-RFP
MDF/IDF SWITCH REPLACEMENT PROJECT
(E-RATE FUNDING YEAR 2027)**

It is anticipated that the scope of work for services will include, but not limited to, the requested Scope of Work detailed in Attachment A, which is included in the Appendix of this RFP.

2. **Prequalification.** To bid on this Project, and in accordance with California Public Contract Code section 20111.5, prospective Proposers are required to complete and submit prequalification documents. The District uses Quality Bidders for prequalification. The link to prequalify is <https://www.qualitybidders.com>. A contractor that has NOT been prequalified will be deemed a non-responsive Proposer. Prequalification documents must be submitted by deadline listed on the Cover Page. Contractors will be notified by email of their prequalification rating within a reasonable period of time after submission of their prequalification documents, but not less than five days prior to the Proposal due date.

In addition, if the Project has electrical, mechanical, or plumbing components that will be performed by subcontractors performing under the following license classification(s), then each of those subcontractors that intend to bid as a first-tier subcontractor to a general contractor (prime contractor) are required to have been prequalified by the District: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46. A list of prequalified MEP subcontractors will be made available by the District to all Proposers at least five business days prior to the Proposal due date. It is the responsibility of the Proposer to ensure that all MEP subcontractors holding any of the licenses listed above are properly prequalified before submitting a Proposal. This prequalification requirement applies even if the subcontractor will perform, or is designated to perform, work that does not require one of the licenses listed above, but the subcontractor holds one of the licenses listed above.

3. **E-Rate Requirements.** The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-Rate Program. The eligibility for discounts on internet access, telecommunications products and services, and internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the School and Libraries Division (SLD) of the Universal Service Corporation, which was established by the Act. The amount of discount is based on the numbers of children receiving free and reduced price meals.

Vendors are required to participate and be in full compliance with all current requirements and future requirements issued by the SLD for participation in the E-Rate Program, throughout the contractual period of any contract entered into with the District as a result of this RFP.

Vendor must have a current and valid Service Provider Identification Number (SPIN) and Federal Registration Number (FCC-FRN) and must be provided with the proposal form.

The awarding of any proposal(s) and any ensuing contracts are contingent upon receiving full approval for E-Rate discount, and the availability of specifically budgeted District Technology funds. The vendor agrees to honor any proposal and costs submitted through the E-Rate Funding Year of **July 1, 2027 through September 30, 2028**.

In the event that E-Rate discounts are not approved, or only partially approved, the District reserves the right to cancel any or all of the work awarded as a result of this RFP.

4. Proposals are to be submitted and uploaded electronically via the District's [Online Vendor Portal](#) on PlanetBids **on or before the date indicated on the RFP Documents Cover Page**. Proposer assumes full and sole responsibility for timely receipt of its Proposal and any other documents required to be submitted with the Proposal, by the District at the Online Vendor Portal.

NOTE:

- Pushing the submit button on the electronic system may not be instantaneous and may take time for the Proposer's documents to upload and transmit before the Proposal is accepted.
- It is the Proposer's sole responsibility to ensure their document(s) are uploaded, transmitted, and arrive in time electronically.
- Once a Proposer's Proposal is successfully uploaded to the Online Vendor Portal, the Proposer will receive a five (5) digit "VBID" electronic confirmation number. This number should be recorded as proof of submission of your bid. If the Proposer does not receive an electronic confirmation "VBID" number, the Proposer's upload was not successful or was electronically received after the Proposal date / time.
- The District is not responsible for Proposals that are received after the deadline noted above. In the event of a conflict between any of the provisions of the Online Vendor Portal and the Contract Documents, the provisions in the Contract Documents shall control.
- Proposers **are required** to upload the mandatory proposal submission forms in the bid document. Missing documents may cause your proposal to be deemed non-responsive.

5. **Complete Proposals.** Proposers must supply all information required by each RFP Document. Proposals must be full and complete. District reserves the right in its sole discretion to reject any Proposal as non-responsive as a result of any error or omission in the Proposal. Each Proposer must complete and submit all of the following documents as part of its Proposal:
- **Proposal, including:**
 - **Cover Letter**
 - **Proposed Personnel/Firm Team**
 - **Relevant Experience**
 - **Project/Contract Cost**
 - **Company Information Form (required)**
 - **List of References (required)**
 - **Bid Bond or other security (required)**
 - **Designated Subcontractors List (required)**
 - **E-Rate Qualification Certification (required)**
 - **E-Rate Supplemental Terms and Conditions (required)**
 - **Noncollusion Declaration (required)**
 - **Vendor's Certificate Regarding Workers' Compensation (required)**
 - **Iran Contracting Act Certification (required)**
 - **Site Visit Certification (required)**
6. **Erasures.** Proposals shall be clearly written without erasure or deletions. District reserves the right to reject any proposals containing erasures or deletions.
7. **Bid Bond or Other Security.** Proposers must submit their Proposal Form with cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of their base Proposal amount, including all additive alternates. Required form of corporate surety, Bid Bond, is provided by District and must be used and fully completed by Proposers choosing to provide a Bid Bond as security. The Surety on Proposers' Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Proposals submitted without necessary bid security will be deemed non-responsive and will not be considered.
8. **Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, Proposer and all Subcontractors under the Proposer shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are on file with the District and are available to any interested party on request or at http://www.dir.ca.gov/oprl/statistics_and_databases.html.

9. **Contractor Registration.** Proposer shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Proposer and its subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract.

10. **SPIN.** Vendors are responsible for providing a valid and current SPIN (Service Provider Identification Number) as issued by USAC (Universal Service Administrative Company), as well as a valid and current FCC Registration Number (FCC-FRN). The SPIN and FCC-FRN must be established at the time of the proposal submittal. Vendors who do not currently have “green light” status will not be considered. The loss of “green light” status with the FCC shall render any contracts entered into with the Vendor to be, at the discretion of are responsible for providing a valid and current SPIN (Service Provider Identification Number) as issued by USAC (Universal Service Administrative Company), as well as a valid and current FCC Registration Number (FCC-FRN). The SPIN and FCC-FRN must be established at the time of the proposal submittal. Vendors who do not currently have “green light” status will not be considered. The loss of “green light” status with the FCC shall render any contracts entered into with the Vendor to be, at the discretion of the District, immediately null and void. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html.

11. **E-Rate Compliance.** The LONG BEACH UNIFIED SCHOOL DISTRICT expects Vendors to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program. Vendor is, and agrees to remain, in compliance with all current E-Rate program guidelines established by the Federal Communications Committee (FCC). This project is entirely contingent upon available funding from the Federal E-Rate Program (Schools and Libraries Division) and the District may or may not undertake the project at its sole discretion.

Information regarding eligibility of goods and services, invoicing requirements, documentation requirements and other program rules are available from the SLD by calling Schools and Libraries Division (“SLD”) of the Universal Service Administrative Company at (1-888) 203-8100 or see their website at www.usac.org/e-rate/.

In all communications, including (but not limited to) invoices, any responses to this RFP, reports, and proposals, goods and services provided shall be clearly designated as “E-Rate Eligible”. Non-Eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost-allocated” to show the percentage of eligible costs per SLD guidelines.

Within one (1) week of award, the awarded Vendor must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment of subsequent service substitutions.

In the event of questions during an E-Rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Vendor is expected to reply within 3 days to questions associated with its proposal.

The District has selected the Billed Entity Applicant Reimbursement (“BEAR”) invoicing method for this project. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoices USAC for pre-approval. The Service Provider shall not submit an FCC Form 474 Service Provider Invoice (“SPI”) or otherwise invoice USAC for any products or services provided under this Contract. Additional BEAR invoicing requirements are stated in the E-Rate Supplemental Terms and Conditions. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with USAC: <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>.

Service providers must comply with the FCC rules for Lowest Corresponding Price (“LCP”). Further details on LCP may be obtained at USAC’s website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.

The annual E-Rate Funding Year is July 1, 2027 – June 30, 2028. Nonrecurring service delivery generally extends through September 30, 2028 and eligible Category Two installation may begin April 1st, subject to E-Rate rules and District Authorization. Regardless of contract “signing date”, goods and services requested in this RFP shall be delivered no earlier than the start of the 2027 Funding Year (July 1, 2027).

To assure that all charges are eligible for E-Rate funding, contract renewal and expiration dates shall coincide with the start/end dates of the E-Rate funding years.

Products and services must be delivered before billing can commence. At no time may the Vendor invoice before July 1, 2027.

Prices must be held firm for the duration of the associated E-rate Funding year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

Vendors agree to conform to all E-Rate guidelines for the billing of discounts to the SLD. A current SPAC (Service Provider Annual Certification) form must be on file with USAC for the funding year 2027-2028 and for the subsequent years throughout the term of the contract. If the awarded Vendor fails to file the appropriate forms with the SLD or fails to receive an SLD SPIN number, then at the discretion of the District, the contract may be terminated. The District will use the FCC Form 472 Billed Entity Applicant Reimbursement (“BEAR”) invoicing method. Under this method, the Vendor shall invoice the District for the full invoiced amount, the District will pay the Vendor in full for accepted products and services, and the District will request reimbursement of the approved discounted share from USAC.

The Service Provider shall comply with the document-retention requirements stated in Section 6 of the E-Rate Supplemental Terms and Conditions. An audit, review, or investigation does not shorten the required retention period. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Vendor and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

12. **E-Rate Funding.** This RFP is 100% contingent upon the approval of E-Rate funding from the Universal Service Fund Schools and Libraries Program and District budget. Even after award of contracts, the LONG BEACH UNIFIED SCHOOL DISTRICT may or may not proceed with the project, in whole or in part, even in the event E-Rate funding is approved. Execution of the project, in part or in whole, is solely as the discretion of LONG BEACH UNIFIED SCHOOL DISTRICT. Vendors wishing to bid are doing so solely at their own risk. LONG BEACH UNIFIED SCHOOL DISTRICT is not liable or responsible for any costs, loss, fees, or expenses, of any kind, associated with this proposal and/or a decision not to proceed with the project, even after award of the contracts. By submitting a proposal, each Proposer agrees to bear all of its own costs, fees, expenses, and losses, of any and all kind, should the LONG BEACH UNIFIED SCHOOL DISTRICT cancel the project.
13. **E-Rate In-eligible Costs.** Proposers must include a complete bill of materials, including manufacturer make, model, quantity, unit price, extended price, installation, shipping and sales tax. Any E-rate ineligible costs must be submitted on a separate bill of materials.
14. **Right to Source Program.** If Vendor, whether directly or through a successor or affiliate, shall cease to be in the hardware/software business, or cease to support the submitted application, or if Vendor should be declared bankrupt or insolvent by a court of competent jurisdiction, LONG BEACH UNIFIED SCHOOL DISTRICT shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source program of the object programs supplied under this agreement, and single copy of the documentation associated therewith, upon payment to the person in control of the source program the reasonable cost of making each copy. Each source program supplied to the District shall be subject to each and every restriction on use set forth in the request for proposal. VENDORS' MUST STIPULATE THEIR POLICY REGARDING SOURCE CODE.
15. **System Availability.** The proposals submitted must describe a system where all elements are currently available and will not include "futures" or "drawing board" elements. "Futures" or "Drawing Board" elements, if included, must be explicitly labeled as such and may serve only for information purposes and not be used to satisfy a requirement stipulated in the RFP.
16. **Proposer Diligence.** Submission of Proposal signifies careful examination of the Contract Documents and a complete understanding of the nature, extent, and location of Work to be performed. Proposers must complete the tasks listed below as a condition to proposing, and submission of Proposal shall constitute the Proposer's express representation to District that Proposer has fully completed the following:

MDF/IDF SWITCH REPLACEMENT PROJECT (E-RATE FUNDING YEAR 2027)

- a. Proposer has visited the Project Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures to be employed by Proposer and safety precautions and programs incident thereto;
 - b. Proposer has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the RFP Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Proposer;
 - c. Proposer has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Proposer believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
17. **Affirmative Action.** The Long Beach Unified School District is an Affirmative Action/Equal Employment Opportunity Employer and in accordance with applicable state and federal law, does not discriminate in any employment practice on the basis of age (40 and over), ancestry, color, marital status, medical condition (cancer related), national origin, political or union affiliation, physical or mental disability, race, religion, sexual orientation or sex. This policy of affording equal employment opportunities to all persons is in keeping with provisions of Title VII and Title IX amendments of the United States Code, which protect persons against discrimination.
18. **Assignment.** No contract awarded under this proposal shall be assigned except with the District's written approval.
19. **Payment.** Payment will be made only to the firm name written on the bid. All cash discount (prompt payment terms) shall be taken and computed from the date of acceptance of material or the date of receipt of the invoice, whichever is later.
20. **Permits and Licenses.** Licenses must be legally held in the name as submitted on proposal documents. The Proposer and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed.
21. **Pricing.** Unit prices shown on the proposal shall be the price per unit of sale as stated herein. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the proposal evaluation and contract administration.
22. **Property of the District.** All proposals and materials submitted become the property of the District and may be used by the District in any way it deems appropriate. In addition, proposals received will be subject to the California Public Records Act.

23. Safety and Legal Requirements:

- a. All materials, equipment or supplies referred to in the proposal shall be in full compliance with the safety orders and regulations of the Division of Industrial Safety of the State of California, product labeling and regulations of the California Department of Consumer Affairs, and the minimum standards of the O.S.H.A., and all other laws and ordinances applicable thereto.
- b. All electrical, radio and electronic equipment, materials, supplies and accessories called for in the specifications must bear the seal of approval of the Underwriters Lab., Inc., and/or the Electrical Testing Laboratories of the City of Los Angeles. Where seals of approval are not visibly identifiable, a signed statement of such approval shall be furnished to the District, if so requested.
- c. Motor-driven or shock-hazard machinery and appliances must have a 3-wire cord (grounded) and 3-prong plug. If the item is "double- insulated" and so certified by U.L., grounding is not necessary.
- d. When applicable, will be required to submit Material Safety Data sheets (MSDS) for the items awarded.

24. Trade-Ins & Alternative Bid. The District may offer to purchase certain items conditioned on the agreement of the Proposer to purchase designated equipment and remove same from the District, and stating in the bid the amount that may be deducted from the bid price for furnishing the new material, as provided in § 39523 and § 81454 of the Education Code. Condition of the equipment to be turned in is to be "as is". Equipment may be inspected if desired. Proposer may either offer an exchange allowance or an alternative quotation on the same item without trade-in. Unless otherwise stated, bid specifications call for equipment and supplies that are new and unused, of current manufacture.

25. Questions. All questions, request for information/clarifications (RFI) about the meaning or intent of the RFP Documents are to be directed in writing to the District through PlanetBids only. Any RFI submitted after the date/time noted in the RFP Document Cover Page or has been submitted in any other method/format shall go unanswered.

Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda through PlanetBids. All parties having downloaded bid documents from PlanetBids will receive an email notice of all addenda issued by the District. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

26. Addenda. Addenda may also be issued to modify parts of the RFP Documents as deemed advisable by the District. Proposer must acknowledge each Addendum in its Company Information Form by number or its Proposal may be considered non-responsive. Each Addenda shall be part of the RFP Documents. ALL addenda will be issued via PlanetBids.

27. Proposal Evaluation. All Proposals will be evaluated for completeness and the proposer's ability to meet or exceed RFP specifications. A contract, if awarded, will be pursuant to California Public Contract Code 20118.2, which permits the District to competitively negotiate such contracts and to consider more than simply price in awarding the contract.

The District will also consider the prospective Vendor's ability to meet the minimum technical specifications for the services as described in the RFP, as well as other relevant factors, including but not limited to performance reliability, efficient bandwidth usage, standardization, warranties and customer support. A Selection Committee, consisting of District employees and other person(s) designated by the District. The District may then short list for oral presentation specific proposals best meet or exceed District requirements. Vendors who are unable to meet the District's schedule and/or requirements for an oral presentation are subject to proposal rejection.

Consistent with E-Rate requirements, the price of eligible products and services will be the most heavily weighted evaluation factor. E-Rate-ineligible and partially eligible costs will be identified and evaluated separately, as described in Section 28.

28. **Proposal Evaluation Criteria.** After the Proposals for the RFP are due, an evaluation committee will be formed, where the proposals will be reviewed to verify that they comply with the RFP requirements. Proposers may be deemed non-responsive for failure to comply with the RFP requirements set forth herein. Each proposal submitted shall be accepted by the District conditionally, subject to evaluation of the Proposer's capability to perform in a timely and reasonable period without excessive delay or communication breakdowns. Each proposal will be evaluated using the following point system:

<u>Criteria</u>	<u>Points</u>
Responses to Scope of Work and Understanding	25
Training and Support	10
Proposal Format, Organization and Clarity	5
Firm's Expertise, Background, Personnel Qualifications, Experience	20
Price of E-Rate Eligible Products and Services	40
Total Points	100

Price of E-Rate-Eligible Products and Services – 40 Points

Price points will be based solely on the total pre-discount price of the E-Rate-eligible products and services required by the base scope of work, including all eligible equipment, licenses, installation, configuration, shipping, taxes, and related charges.

Points will be calculated as follows:

$$\text{Eligible Price Score} = (\text{Lowest Evaluated E-Rate-Eligible Price} \div \text{Proposer's Evaluated E-Rate-Eligible Price}) \times 40$$

E-Rate-ineligible and partially eligible costs must be separately itemized and will not be included in the 40-point price calculation. The District will review those costs separately for completeness, reasonableness, and budget impact. The District may correct mathematical errors and determine the appropriate E-Rate eligibility or cost allocation for evaluation purposes.

Since all proposers are required to include the same specified District-controlled contingency allowance, the allowance will be excluded from the Evaluated E-Rate-Eligible Price and will not affect the proposer's price score. Any work subsequently authorized against the allowance shall be classified and invoiced as E-Rate eligible, partially eligible, or ineligible, as applicable.

29. **Notice of Award.** The Proposer awarded the Contract shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7TH)** calendar day following the date of the Notice of Award.
- a. Agreement: To be executed by successful Proposer.
 - b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - c. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - d. Insurance Certificates and Endorsements as required.
 - e. Certifications to be Completed by Contractor
 - f. Criminal Background Investigation/Fingerprinting Certification.
30. **RFP Protests.** Any proposer may file any RFP Protest. The protest shall be filed in writing with the Purchasing & Contracts Department not more than three (3) business days after the date of Notice of Intent to Award. An e-mail address shall be provided and by filing the protest related questions and protest appeal, if applicable. The protest shall specify the reason and facts upon which the protest is based.

Resolution of RFP Controversy: Once the RFP protest is received, if deemed appropriate by the District, an informal hearing will be held. The District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the RFP protest will be copied to all parties involved in the protest.

Appeal: If the protesting proposer or the apparent awarded proposer is not satisfied with the decision, the matter may be appealed to the Purchasing & Contracts Director or their designee, within three (3) business days after receipt of the District's written decision on the RFP protest.

The appeal must be in writing and sent via overnight registered mail and a copy sent by email with all accompanying information relied upon for the appeal from which questions and responses may be provided to:

LBUSD Purchasing & Contracts Branch
Attn: Purchasing & Contracts Director
2201 E. Market Street, Long Beach, CA 90805.
Email: knguyen5@lbschools.net

Appeal Review: The Purchasing & Contracts Director or their designee shall review the decision of the RFP protest and issue a written response to the appeal, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. The written decision of the Purchasing & Contracts Director or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

Reservation of Rights to Proceed with Project Pending Appeal: The District reserves the right to proceed to award the RFP pending an Appeal. If there is a critical completion deadline, the District may choose to shorten the time limits set forth in this section if written notice is provided to the protesting party. E-mailed notice shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

Finality: Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

31. **Rejection of Proposals.** District reserves the right to reject any or all proposals, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional proposals, to re-bid, and to reject the proposal of any Proposer if District believes that it would not be in the best interest of the District to make an award to that Proposer, whether because the proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced proposal" is one having nominal prices for work item(s) that represent substantive work and/or overly-enhanced prices for nominal work item(s).
32. **Proposer's Representative's Authority.** Each proposal must be executed by an authorized representative of the Proposer. Proposers may be asked to provide documentation of that authority (e.g., an authenticated resolution of its Board of Directors, a power of attorney evidencing the capacity of the person signing the proposal to bind the Proposer to its proposal, etc.).

33. **Proposer Responsibility.** Prior to the award of Contract, District reserves the right to consider the responsibility of the Proposer. District may conduct investigations as District deems necessary to assist in the evaluation of any proposal and to establish the responsibility, including, without limitation, qualifications and financial ability of Proposers, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the Contract Time.

END OF DOCUMENT



PROPOSAL FORM

To: Governing Board of **Long Beach Unified School District** ("District")

From: _____
(Proper Name of Proposer)

1. **Bid Open for 90 Days.** It is understood that the District reserves the right to reject this proposal and that the proposal shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

2. **Attachments.** The following documents are attached hereto:

- The Bid Bond on the District's form or other security
- The Designated Subcontractors List
- E-Rate Qualification Certification
- E-Rate Supplemental Terms and Conditions
- The Noncollusion Declaration
- Vendor's Certificate Regarding Workers' Compensation
- Iran Contracting Act Certification
- Site Visit Certification

3. **Addenda Acknowledgement.** Receipt and acceptance of the following addenda is hereby acknowledged:

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
☐ Or check here if <u>no</u> addenda were issued.	

4. **Proposer's License.** Proposer acknowledges that the license required for performance of the Work is as stated in the Request for Proposal. Proposer certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the RFP Documents. Proposer further certifies that it is regularly engaged in the general class and type of work called for in the RFP Documents.

5. **Labor Harmony.** The undersigned hereby certifies that Proposer is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

6. **DIR Registration.** Proposer shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.
7. **General Acknowledgement.** The Proposer represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Proposer further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Proposer expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
8. **False Claims Act.** Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

For the lump sum of:

(in words)

(\$ _____)

Site Name	Total Cost per Site (Hardware, Labor, Taxes, and License)
Carver Elementary School	\$
Lakewood High School	\$
Sato Academy of Math & Science	\$
Wilson High School	\$
DISTRICT-CONTROLLED CONTINGENCY	\$30,000
TOTAL PROJECT COST, INCLUDING CONTINGENCY	\$

The District-controlled contingency allowance must be included in the Total Proposal Price but will not be included in the calculation of the proposer’s evaluated E-Rate-eligible price. The allowance may be used only with the District’s prior written authorization. Any unused amount will not be paid to the Contractor.E

Furthermore, Proposer hereby certifies to the District that all representations, certifications, and statements made by Proposer, as set forth in this proposal form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 _____

Signature _____

Signed by (Print Name) _____

Title of Person Signing _____

Name of Proposer _____

Type of Organization _____

Address of Proposer _____

Taxpayer's Identification No. of Proposer _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Proposer's DIR Registration No.: No.: _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Service Provider Identification Number (SPIN): _____

Federal Registration Number (FCC-FRN): _____

If Proposer is a corporation, provide the following:

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

END OF DOCUMENT



E-RATE QUALIFICATION CERTIFICATION

I, the undersigned, certify and declare, with specific reference to the California False Claims Act, Government Code sections 12650, et seq., that I have reviewed all of the information presented in this submittal and know their contents. The matters stated in the submittal are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true.

I also hereby certify that the company submitting this proposal is in good standing with the Universal Service Administrative Company and the Schools and Libraries Division of the Federal Communications Commission and that no funding has been withheld from the company under the E-Rate program as a result or suspicion of fraud, misrepresentation, or intentional noncompliance with program requirements. Further, I certify in signing this form that I agree to abide by all rules, regulations, and requirements imposed upon a Service Provider by the Universal Service Administrative Company and the Schools and Libraries Division of the Federal Communications Commission.

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

PROPOSER: _____
(Name of Company)

Date: _____, 2025 By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

SPIN : _____

END OF DOCUMENT



BID BOND (SECURITY)

**(Note: If Proposer is providing a bid bond as its bid security,
Proposer must use this form, NOT a surety company form.)**

The undersigned, _____ as
Principal ("Principal");
and _____ as Surety ("Surety"; a
corporation organized and existing under and by virtue of the laws of the State of
_____ and authorized to do business as a surety in the State of
California) are held and firmly bound unto the **Long Beach Unified School District** ("District") as
Obligee, in the sum of \$ _____ **Dollars**, lawful money of the United States, for the
payment to the District will and truly to be made pursuant to the provisions herein. Principal and
Surety each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns,
jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to
the District for all Work specifically described in the accompanying bid and if the District awards
the contract to the Principal and, within the time and manner required under the Contract
Documents, after the prescribed forms are presented to Principal for signature, the Principal
enters into a written contract, in the prescribed form in accordance with the bid, and files two
bonds (one guaranteeing faithful performance and the other guaranteeing payment for labor and
materials as required by law), and meets all other conditions to the contract between the
Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save
harmless the Obligee from any damage sustained by the Obligee through failure of the Principal
to enter into the written contract and to file the required performance and labor and material
bonds, and to meet all other conditions to the Contract between the Principal and the Obligee
becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain
in full force and effect and the Surety shall immediately issue full payment of the sum stated
above to the Obligee upon notification from the Obligee that the Principal has not taken all steps
to nullify or void this obligation.

Surety agrees that no change, extension of time, alteration or addition to the terms of the call for
bids, or to the work to be performed thereunder, or the specifications accompanying the same,
shall in any way affect its obligation under this bond, and it does hereby waive notice of any such
change, extension of time, alteration or addition to the call for bids, or to the work, or to the
specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety
shall pay all costs incurred by the Obligee in that suit, including a reasonable attorneys' fee to be
fixed by the Court.

If the District awards the bid, the security of unsuccessful proposer(s) shall be returned within
sixty (60) days from the time the award is made. Unless otherwise required by law, no proposer
may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety
above named, on

_____, 20_____.

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Proposer must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT



LONG BEACH
UNIFIED • SCHOOL • DISTRICT

LIST OF REFERENCES

Proposer is to list a minimum of three (3) relevant references (K-12 School Districts or Colleges/Universities preferred). Please provide information regarding number of sites served per Account (e.g. School District A has 23 school sites). Please attach any additional supporting documents as needed (The ERATE SITE Billed Entity Number ("BEN") that was approved by SLD).

Reference 1: _____ Address: _____ _____ Email: _____	Contact Name: _____ No. of Sites: _____ Phone No.: _____
Reference 2: _____ Address: _____ _____ Email: _____	Contact Name: _____ No. of Sites: _____ Phone No.: _____
Reference 3: _____ Address: _____ _____ Email: _____	Contact Name: _____ No. of Sites: _____ Phone No.: _____

END OF DOCUMENT



DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

1. **Listed.** Proposer must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Proposer. Proposer acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Proposer in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Proposer's total Bid.
2. **CSLB Number.** Proposer must provide the Contactor State License Board number ("CSLB No.") for all listed subcontractors.
3. **DIR Number.** Proposer must provide the Department of Industrial Relations registration number ("DIR No.") for all listed subcontractors.
4. **Same Scope.** If more than one subcontractor is named for the same scope of Work, state with specificity the particular scope or portion that each subcontractor will perform.
5. **No Vendors or Suppliers.** Proposer need not list entities that are only vendors or suppliers of materials.
6. To bid on this Project, the Proposer is required to have been prequalified by the District. In addition, if the Project has electrical, mechanical, or plumbing components that will be performed by subcontractors performing under the following license classification(s), then each of those subcontractors that intend to bid as a first-tier subcontractor to a general contractor (prime contractor) are required to have been prequalified by the District: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46.
7. **Proposers may correct inadvertent error(s) in listing subcontractors' CSLB Nos. or DIR Nos. within twenty-four (24) hours after bid opening.**
8. **Additional Sheets.** If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document and submitted with this form.

I certify and declare under penalty of perjury under the laws of the State of California that all the information listed on the following page(s) is complete, true, and correct.

Date: _____

Proper Name of Proposer: _____

Signature: _____

Print Name: _____

Title: _____

Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:

END OF DOCUMENT



VENDOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION

Labor Code Section 3700 in relevant part provides:

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

- a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- b) By securing from the Director of Industrial Relations a certificate, consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Proper Firm Name of Proposer

Proper Name of Proposer – print name

By: _____
Signature of Proposer

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

END OF DOCUMENT



E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

The Telecommunications Act of 1996 established a fund by which Schools and Libraries ("Applicant" or "Applicants") across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission ("FCC"). Funding is made available upon application approval by the Universal Service Administrative Company ("USAC"), which was established by the Act. The amount of discount is based on the number of students eligible to receive free and reduced-priced meals.

1) E-RATE CONTINGENCY

The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of Agreement(s) and/or E-rate funding approval is approved, the Applicant may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the Applicant.

2) SERVICE PROVIDER REQUIREMENTS

The Applicant expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current rules and requirements and future rules and requirements issued by the FCC and USAC throughout the agreement period of any Agreement entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid Service Provider Identification Number ("SPIN"). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission Registration Number ("FRN") at the time the Proposal is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the Proposal is submitted. Any potential Service Provider found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for termination of the Agreement as it could prohibit the Service

MDF/IDF SWITCH REPLACEMENT PROJECT (E-RATE FUNDING YEAR 2027)

Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html.

- e. Products and services must be delivered, installed when installation is required, and accepted by the Applicant before they may be invoiced. The Applicant shall not certify an FCC Form 472 BEAR before July 1 of the applicable funding year or before all applicable FCC and USAC invoicing prerequisites have been satisfied.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any Agreement and USAC-approved extensions).
- g. Goods and services provided shall be clearly designated as "E-rate Eligible." Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per USAC guidelines.
- h. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- i. The District has selected the Billed Entity Applicant Reimbursement ("BEAR") invoicing method for this project. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoices USAC for pre-approval. The Service Provider shall not submit an FCC Form 474 Service Provider Invoice ("SPI") or otherwise invoice USAC for any products or services provided under this Contract. Additional BEAR invoicing requirements are stated in the E-Rate Supplemental Terms and Conditions. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with USAC: <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>. Service providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.
- j. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See <https://www.usac.org/about/reports-orders/supply-chain/>. Any proposed solution including Covered Equipment or Services as defined by the FCC will be disqualified. If, after award of the project it is found Covered Equipment or Services are included, the award and/or Agreement will be considered to be null and void. See <https://www.fcc.gov/supplychain> for further information on FCC requirements.
- k. SPAM and/or robotic responses will not be considered valid Proposals and will be disqualified from consideration.

- I. Any Service Provider proposals identifying contingency fees such as allocations for change orders, tariffs, or other speculative fees not specifically called out for in the scope and/or terms of the RFP/RFB/RFQ will automatically be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP/RFB/RFQ. Contingency fees not pre-approved by the Applicant will not be allowed.

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in its proposal will be allowed without prior written approval from the Applicant and a USAC service substitution approval with the exception of a Global Service Substitutions. See <https://www.usac.org/e-rate/applicant-process/before-youre-done/service-substitutions/>.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its Proposal shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Service Providers found not to be providing Lowest Corresponding Price (LCP) may be required to repay any identified overcharges to USAC. The Service Provider acknowledges that LCP is solely the service provider's responsibility and it will not hold the Applicant liable, or seek reimbursement from any applicant, for any appeals, commitment adjustments or funding recoveries.
- d. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: <https://www.usac.org/about/reports-orders/supply-chain/>.
- e. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The Service Provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION

This procurement is for Category Two products and services for E-Rate Funding Year 2027.

Subject to applicable FCC and USAC requirements and written authorization from the Applicant, delivery and installation of Category Two nonrecurring products and services may begin on or after April 1, 2027.

Authorization to begin delivery or installation before July 1, 2027, does not guarantee that USAC will approve funding. The Service Provider proceeds at its own risk unless otherwise expressly stated in writing by the Applicant.

The Applicant shall not certify an FCC Form 472 BEAR before July 1, 2027, or before all applicable FCC and USAC invoicing prerequisites have been satisfied. All products and services must be delivered, installed when installation is required, and accepted by the Applicant before they are included in a BEAR reimbursement request.

The Service Provider shall comply with the applicable service start, delivery, installation, and invoicing deadlines established by the FCC and USAC for the applicable Funding Request Number, including any properly requested and approved extensions.

The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

5) INVOICING

- a. The Service Provider shall invoice the Applicant for the full amount of products and services delivered, installed when installation is required, accepted by the Applicant, and authorized for payment under the Agreement. The Applicant will pay the Service Provider in full for approved and undisputed invoice amounts and will separately request reimbursement of the approved E-Rate discounted share from USAC through the BEAR process.
- b. The Service Provider shall not submit an FCC Form 474 Service Provider Invoice ("SPI"), invoice USAC directly, or otherwise request payment from USAC for products or services provided under this Agreement.
- c. Each invoice shall separately identify:
 1. The applicable funding year and Funding Request Number, if available;
 2. The school site or eligible entity receiving the products or services;
 3. Manufacturer, model number, SKU, description, quantity, unit price, and extended price for each item;
 4. Installation, configuration, shipping, taxes, surcharges, and other charges as separate line items;
 5. The E-Rate-eligible, partially eligible, and ineligible amount of each applicable item;

6. The eligibility percentage and supporting cost allocation for each partially eligible item;
 7. The applicable service or delivery dates; and
 8. Any other information reasonably required by the Applicant to prepare or support its BEAR submission.
- d. The Service Provider shall ensure that its Service Provider Identification Number ("SPIN"), FCC Registration Number, FCC Form 473 Service Provider Annual Certification ("SPAC"), and all other required registrations and certifications remain current throughout the invoicing period.
 - e. The Service Provider shall provide the Applicant with all records and supporting documentation necessary to substantiate the delivery, installation, acceptance, eligibility, pricing, and payment of the invoiced products and services. The Service Provider shall respond to documentation requests from the Applicant, USAC, or the FCC within three business days unless the Applicant approves a different response period in writing.
 - f. Products and services must be delivered, installed when installation is required, and accepted by the Applicant before they may be invoiced. The Applicant shall not certify a BEAR submission before all applicable FCC and USAC invoicing prerequisites have been satisfied.
 - g. The Applicant is responsible for filing the FCC Form 472 BEAR within the applicable USAC invoice deadline. The Service Provider shall provide complete and accurate invoices and supporting documentation sufficiently in advance of that deadline to allow the Applicant to review and timely submit its reimbursement request.
 - h. The Applicant's payment of an invoice does not constitute a determination or guarantee that any product, service, or charge is eligible for E-Rate reimbursement. The Service Provider shall remain responsible for the accuracy of its pricing, eligibility classifications, cost allocations, and supporting documentation.
 - i. The Service Provider shall not seek or receive duplicate payment from the Applicant, USAC, or any other source for the same products or services.

6) FCC/USAC AUDITS

The Service Provider shall retain all books, records, invoices, contracts, correspondence, delivery and installation records, asset information, cost-allocation documentation, and other materials related to this procurement and any resulting Agreement for at least ten (10) years after the later of:

1. The last day of the applicable E-Rate funding year; or
2. The applicable service-delivery deadline for the Funding Request Number.

Completion of an audit, review, or investigation does not shorten the required retention period. If an audit, appeal, investigation, litigation, or other proceeding remains pending at the end of the retention period, the Service Provider shall retain the applicable records until the matter is finally resolved.

The Applicant, USAC, the FCC, and their authorized representatives or auditors shall have reasonable access to examine and copy these records during the required retention period. The Service Provider shall provide requested records within the time specified by the requesting entity or, if no time is specified, within three (3) business days. The Applicant, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Service Provider and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES AND AGREEMENT TERM

During the term of any Agreement resulting from this RFP/RFB/RFQ, the District may elect to procure additional or like goods and/or services offered by the Service Provider t. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Service Providers must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

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

Date: _____

Proper Name of Proposer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



NONCOLLUSION DECLARATION
Public Contract Code § 7106

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ **[PRINT YOUR TITLE]**

of _____ **[PRINT FIRM NAME]**,

the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from bidding. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Proposer. All statements contained in the bid are true. The Proposer has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: _____
Proper Name of Proposer: _____
City, State: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT



IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code § 2204)

**RFP NO. 2627-006
MDF/IDF SWITCH REPLACEMENT PROJECT (E-RATE 2027)**

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Proposer shall complete **ONLY ONE** of the following three paragraphs.

- o 1. Proposer's Total Base Bid is less than one million dollars (\$1,000,000).
OR
- o 2. Proposer's Total Base Bid is one million dollars (\$1,000,000) or more, but Proposer is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Proposer is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
OR
- o 3. Proposer's Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Proposer to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the Proposer to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Proposer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



SITE VISIT CERTIFICATION

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions of the Project site(s), as well as those relating to construction and labor of the Project, and I fully understand the facilities, difficulties, and restrictions which may impact the total and adequate completion of the Project.

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

I agree to fully defend, indemnify and hold harmless the DISTRICT, Architect, Inspectors, Construction Manager (if any), and their directors, officers, employees, agents and volunteers from any damages, costs, expenses, or omissions related to conditions that could or should have been identified during my visit to the site.

Signature of Proposer: _____

Typed Name of Proposer: _____

END OF DOCUMENT

NOTICE OF INTENT TO AWARD
(Issued Electronically)

BID NO. 2627-006-RFP
MDF/IDF SWITCH REPLACEMENT PROJECT
(E-RATE FUNDING YEAR 2027)

We are pleased to inform you that after reviewing the proposals submitted for the above referenced project, your company has been selected.

We will present our recommendation to award the project to your company to the Board of Education at the next scheduled Board meeting and is conditional upon their approval.

Attached to the e-mail are the following documents:

- Agreement: To be executed by successful Proposer. Submit one (1) copy, bearing an original signature.
- Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
- Insurance Certificates and Endorsements as required.
- Certifications to be Completed by Contractor
- Criminal Background Investigation/Fingerprinting Certification

Contractor must comply with the following conditions precedent within SEVEN (7) calendar days of the date of this Notice of Award.

Contractor shall execute and submit the following Contract Documents by 5:00 p.m. of the **SEVENTH (7TH)** calendar day following the date of the Notice of Intent to Award. Failure to properly and timely submit the following Contract Documents entitles District to foreclose on Contractor's bid bond and award the contract to the next responsive, responsible proposer. Please submit electronically by seven (7) days with original to follow in the U.S. Mail.

- a. Agreement: Submit one (1) copy, bearing an original signature. If Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or the resolution of the Board of Directors of the corporation, authorizing the signatory to execute the Agreement and the bonds required by the Contract Documents.
- b. Performance Bond (100%): Fully executed form provided in the Contract Documents.

- c. Payment Bond (100%) (Contractor's Labor and Material Bond): Fully executed form provided in the Contract Documents.
- d. Insurance Certificates and Endorsements as required.
- e. Certifications to be Completed by Contractor
- f. Criminal Background Investigation/Fingerprinting Certification.

Please ask your insurance company to submit one (1) copy of your insurance certificates along with endorsements naming the Long Beach Unified School District as an additional insured party in the amounts stated in

END OF DOCUMENT



AGREEMENT

This agreement is made and entered into on _____, 202_____, by and between the **Long Beach Unified School District** ("District") and _____ ("Contractor") ("Agreement"). The District and the Contractor agree as follows:

1. **The Work:** Contractor shall furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

**BID NO. 2627-006-RFP
MDF/IDF SWITCH REPLACEMENT PROJECT
(E-RATE FUNDING YEAR 2027)**

The Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents:**

- a. The complete Contract consists of all Contract Documents as defined in the Interpretation of Contract Documents/Order of Precedence and incorporated herein by this reference. All obligations of the District and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are intended to cooperate so that Work called for in one and not mentioned in the other or vice versa is to be performed the same as if mentioned in all Contract Documents.
- b. **Interpretation of Contract Documents/Order of Precedence:** Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, shall be submitted to the District for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:
 - (i) District-approved amendments, change orders, and other written modifications executed after award;
 - (ii) The E-Rate Supplemental Terms and Conditions;
 - (iii) Addenda issued by the District during the procurement;
 - (iv) The Request for Proposals, including the Instructions to Proposers and all other solicitation requirements;
 - (v) Attachment A, Scope of Services;
 - (vi) The District-issued Bill of Materials and pricing templates;
 - (vii) The Contractor's accepted Proposal, including its completed Bill of Materials, price proposal,

schedule of values, technical response, staffing commitments, and written clarifications expressly accepted by the District;

- (viii) The Notice of Award and Notice to Proceed;
- (ix) The District's purchase order; and
- (x) The payment and performance bonds, certifications, warranties, and other documents expressly incorporated into the Agreement.

- c. **Order of Precedence.** If a conflict, inconsistency, ambiguity, or discrepancy exists among the Contract Documents, the following order of precedence shall apply, with the document listed first controlling over a document listed later:

- (i) District-approved amendments and change orders, with the most recently executed document controlling;
- (ii) This Agreement;
- (iii) The E-Rate Supplemental Terms and Conditions;
- (iv) Addenda, with the most recently issued addendum controlling;
- (v) Attachment A, Scope of Services;
- (vi) The District-issued Bill of Materials and pricing templates;
- (vii) The remaining provisions of the Request for Proposals;
- (viii) The Contractor's accepted completed Bill of Materials and price proposal;
- (ix) The remaining portions of the Contractor's accepted Proposal;
- (x) The Notice of Award and Notice to Proceed;
- (xi) The District's purchase order; and
- (xii) Other documents expressly incorporated into the Agreement.

The Contractor's Proposal is incorporated only to the extent that it is consistent with the higher-priority Contract Documents. Any qualification, exception, limitation, assumption, or additional term contained in the Contractor's Proposal shall not modify the Contract unless the District expressly accepts it in a written amendment signed by an authorized District representative.

- d. **Duty to Seek Clarification.** The Contractor shall promptly notify the District in writing upon discovering a conflict, inconsistency, ambiguity, or discrepancy in the Contract Documents and shall obtain written direction before proceeding with the affected Work. The Contractor shall not rely on an interpretation that increases the Contract Price, changes the scope, reduces the required level of performance, or extends the Contract Time without prior written authorization from the District.
- e. **E -Rate Requirements.** If a Contract Document conflicts with an applicable FCC or USAC requirement, the parties shall comply with the applicable FCC or USAC requirement. The Contractor shall promptly notify the District of the conflict and cooperate in executing any amendment or other documentation necessary to maintain E-Rate compliance, provided that no change to the Contract Price or scope is effective without the District's prior written approval.

3. **Integration / Modification.** The Contract Documents identified in Section 2 constitute the complete and exclusive agreement between the District and Contractor and supersede prior oral or written communications concerning the Work. No amendment, modification, waiver,

or additional term shall be effective unless it is in writing and signed by authorized representatives of both parties, except the District directives or other written authorizations expressly permitted by the Contract Documents.

4. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid **Type B, C-7 or C-10** Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
5. **Term /Agreement Time:** It is hereby understood and agreed that the Contractor shall commence services on **MONTH DAY, YEAR**, through **MONTH DAY, YEAR** with an option to renew for an additional two (2) one year extensions. ("Term").
6. **Liquidated Damages:** Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that District will sustain in the event of and by reason of Contractor's delay; therefore, pursuant to Government Code section 53069.85 and Public Contract Code section 7203, Contractor shall forfeit and pay to District the following sum(s) as liquidated damages ("Liquidated Damages"):
 - **Project Completion:** **TWO THOUSAND dollars [\$2,000.00]** per day as Liquidated Damages for each and every day's delay beyond the Contract Time to complete all the Work.
 - a. District may deduct Liquidated Damages from money due or that may become due Contractor under this Agreement. Contractor's forfeiture of Liquidated Damages to District, and District's right to retain Liquidated Damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions. Liquidated Damages are automatically and without notice of any kind forfeited and payable by Contractor upon the accrual of each day of delay. Neither District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor District's failure or delay in notifying Contractor of the forfeiture and payment of Liquidated Damages, shall be deemed a waiver of District's right to Liquidated Damages and/or the District's right to withhold Liquidated Damages from any amounts that would otherwise be payable to the Contractor.
 - b. Contractor and Surety shall be liable for and pay to District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by District.
 - c. Liquidated Damages shall be in addition, and not in lieu of, District's right to charge Contractor for the District's cost of completing or correcting items of the Work.

7. Compensation for Services:

Fixed Contract Price. The District shall pay the Contractor a fixed amount not to exceed _____ Dollars (\$_____) for complete performance of the Work.

Except for additional work authorized in writing by the District, the Contract Price includes all equipment, licenses, materials, labor, installation, configuration, testing, training, project management, shipping, taxes, surcharges, overhead, profit, insurance, bonds, and other costs necessary to complete the Work.

Schedule of Values. Before submitting its first invoice, the Contractor shall provide a detailed schedule of values for District approval. The schedule of values shall be consistent with the accepted Proposal and bill of materials and shall separately identify costs by school site and by equipment, licenses, installation, configuration, training, shipping, taxes, and other charges. It shall also identify the E-Rate-eligible, partially eligible, and ineligible amount of each applicable item. Approval of the schedule of values does not change the Contract Price or constitute acceptance of any product, service, eligibility classification, or cost allocation.

Authorized Time-and-Materials Work. Any work authorized on a time-and-materials basis shall be billed using the labor rates and material markups stated in the Contractor's accepted Proposal. Each invoice shall include the dates and hours worked, applicable labor classifications and rates, descriptions of the work performed, material quantities, supplier invoices, approved markups, and the District's written authorization. The Contractor shall not exceed the authorized not-to-exceed amount without additional prior written authorization from the District.

Retention. The District shall retain five percent (5%) from each progress payment, or another amount required or permitted by applicable law. Retention will be released after final completion and acceptance of the Work, correction of all deficiencies, and receipt of all required closeout documents.

Taxes, Charges, and Credits. Taxes, shipping, delivery, surcharges, and similar charges shall be separately itemized and shall not exceed the amounts included in the accepted Proposal. All rebates, refunds, returned-equipment credits, unused training amounts, unused allowances, and other pricing adjustments attributable to the Project shall be separately identified and credited to the District.

Invoicing. The Contractor shall invoice the District in accordance with the approved schedule of values and the BEAR invoicing requirements contained in the E-Rate Supplemental Terms and Conditions. Each invoice shall separately identify E-Rate-eligible, partially eligible, and ineligible costs and shall include all required supporting documentation.

The Contractor shall invoice the District for the full amount of products and services delivered, installed when required, accepted by the District, and authorized for payment. The District will pay approved and undisputed invoice amounts in full and will separately seek reimbursement of the approved E-Rate discounted share from USAC using FCC Form 472 BEAR.

The Contractor shall not file an FCC Form 474 SPI, invoice USAC directly, or otherwise seek payment from USAC for products or services provided under this Agreement.

The Total Contract Price includes a District-controlled contingency allowance of **Thirty Thousand Dollars (\$30,000)**. The contingency allowance is included in the Contract Price solely for contract administration and bonding purposes and shall be included when determining the required amounts of the Performance Bond and Payment Bond.

The contingency allowance is not earned compensation and does not authorize the Contractor to perform additional work. No amount may be charged against the allowance without the District's prior written authorization identifying the approved scope, pricing basis, and not-to-exceed amount. Any unused portion of the allowance shall not be invoiced or paid and shall be deducted from the final Contract Price.

8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds.
 - a. Contractor, at its expense, shall carry and maintain, during the period of performance, Comprehensive General Liability (combined limit of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate), Contractual Liability (combined single limit not less than \$1,000,000 per occurrence), Comprehensive Automobile Liability (combined single limit of not less than \$1,000,000 per occurrence), and Workers' Compensation Insurance (in an amount conforming to and as required to meet all applicable labor codes for the State of California and which specifically covers all persons providing services on behalf of Contractor and all risks to such persons under each purchase order.
 - b. The District, the Contractor, their representatives, consultants, trustees, officers, officials, employees, agents and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; instruments of service and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 - c. Any deductibles or self-insured retention exceeding \$25,000 must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - d. Contractor, at its expense, must provide a Performance Bond and a separate Payment Bond, each in an amount equal to 100% of the total Contract Price, and each issued by a California-admitted surety as defined in Code of Civil Procedure Section 995.120. Contractor must use District provided Bond forms, NOT a surety company form.
9. **Performance of Work:** If Contractor fails to perform the Work properly or fails to perform any provisions of this Contract, the District, may, without prejudice to any other remedy it may have, cure the deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor.

- 10. Payment of Prevailing Wages:** Contractor and all Subcontractors under Contractor shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 11. Contractor & Subcontractor Registration:** Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including complying with any applicable enforcement by the Department of Industrial Relations.
- 12. Authority of Contractor's Representatives:** Contractor hereby certifies that the person who executes this Agreement has the authority and power to legally bind the Contractor. Contractor also certifies that each person(s) it employees on the Project at or above the level of project superintendent, has the authority to legally bind the Contractor.
- 13. Severability:** If any term, covenant, condition, or provision of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- 14. Cancellation:** District may, at any time, with or without reason, terminate the Contract and compensate Contractor only for goods/services satisfactorily rendered prior to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- 15. Default by Contractor:** The District shall hold the Contractor responsible for any damage which may be sustained because of the failure or neglect of the Contractor to comply with any term or condition listed herein or in the purchase order, it being specifically provided and agreed that time shall be of the essence of the contract delivery requirements.

If the Contractor fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and places herein stated or otherwise fails or neglects to comply with the specifications and other terms of the contract, the District may, upon written notice to the Contractor, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without notice to the Contractor. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the and the surety on the performance bond, if any.

- 16. Delivery:** No equipment shall be accepted unassembled; all equipment shall be assembled prior to (or within three business days) after delivery; and no charges for transportation, handling, containers, packing, etc., will be allowed unless otherwise specified in the bid. All articles shall be subject to inspection and acceptance or rejection by the District.

- 17. Force Majeure Clause:** The parties to the contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, pandemic, 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 established that the non- performance is not due to the fault or neglect of the party not performing.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated: _____, 20____ Dated: _____, 20____

LONG BEACH UNIFIED SCHOOL DISTRICT

[CONTRACTOR NAME]

Signature: _____

Signature: _____

Print Name:

Print Name:

Print Title:

Print Title:

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF DOCUMENT

PERFORMANCE BOND (100% of Contract Price)

(Note: Contractors must use this form, NOT a surety company form.)

WHEREAS, the governing board ("Board") of the **Long Beach Unified School District**, ("District")
and

_____, ("Principal")

have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**BID NO. 2627-006-RFP
MDF/IDF SWITCH REPLACEMENT PROJECT
(E-RATE FUNDING YEAR 2027)**

which Contract dated _____,
20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the District in the penal sum of:

\$ _____ **DOLLARS**,

lawful money of the United States, for payment to the District and will and truly be made pursuant to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

In the event the Principal is declared by the District to be in breach or default in the performance of the Contract, then, after written notice from the District to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Attention:

Telephone No.: () _____ - _____

Fax No.: () _____ - _____

E-mail Address: _____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

WHEREAS, the governing board ("Board") of the **Long Beach Unified School District**, ("District")
and

_____, ("Principal")

have entered into a contract for the furnishing of all materials and labor, services and
transportation, necessary, convenient, and proper to perform the following project:

BID NO. 2627-006-RFP
MDF/IDF SWITCH REPLACEMENT PROJECT
(E-RATE FUNDING YEAR 2027)

which Contract dated _____,
20____, and all of the Contract Documents attached to or forming a part of the Contract, are
hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the
performance of the work, to file a good and sufficient bond with the body by which the
Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure
the claims to which reference is made in the Civil Code of California, including section 9100, and
the Labor Code of California, including section 1741.

NOW, THEREFORE, the Principal and
_____, ("Surety") are held and firmly
bound unto all laborers, material men, and other persons referred to in said statutes in the
penal sum of:

\$ _____ **DOLLARS**,
lawful money of the United States, being a sum not less than the total amount payable by the
terms of Contract, for the payment of which sum well and truly to be made pursuant to all
applicable statutes and laws applicable to the provisions herein. Principal and Surety, each of
us, bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and
severally, to those applicable statutes and laws, and to the provisions herein.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the
heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to
pay for any labor, materials, provisions, equipment, or other supplies, used in, upon, for or
about the performance of the work contracted to be done, or for any work or labor thereon of
any kind, or for amounts due under the Unemployment Insurance Act with respect to that work
or labor, that the Surety will pay the same in an amount not exceeding the amount herein
above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's

fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- The undersigned is a representative of the Contractor,
- The undersigned is familiar with the facts herein certified and acknowledged,
- The undersigned is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement undersigned is certifying the following items.

o Labor Code Sections 1860-1861 (Workers' Compensation) In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

o Government Code Sections 8355-8357 (Drug-Free Workplace). I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - (A) The dangers of drug abuse in the workplace.
 - (B) The person's or organization's policy of maintaining a drug-free workplace.
 - (C) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (D) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

o Tobacco-Free Environment. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

o No Hazardous Materials. I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

- (i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

- (ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

o Lead as a Health Hazard. Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, pencils, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

(i) **Overview of California Law**

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any

new school facility or the modernization or renovation of any existing school facility.
(Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

(ii) **Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working in that particular building.

(iii) **Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based materials on the District's property;
 2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.
-

o Imported Materials. All soils, aggregate, or related materials ("Fill") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

o Roofing Contract Financial Interest Certification (Public Contract Code § 3006)

I, _____ [Your Name], _____ [Firm Name]
certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, _____ [Your Name], _____ [Firm Name]
certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [Your Name], _____ [Firm Name]
have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): _____
Mailing address: _____
Address of branch office used for this Project: _____
If subsidiary, name and address of parent company: _____

For Projects without substantive roofing components, check the following box and execute this certification:

- o The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars (\$21,000) or less.

o Russian Sanctions Certification

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; "**Federal Order**") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; "**State Order**").

The District requires the Contractor, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm's contract with the District has a cumulative value of \$5 million or more, your certification here constitutes your written response to the District, indicating:

- (1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;
- (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: _____

Proper Name of Proposer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District that undersigned is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions (check all that apply):

o **All Workers Fingerprinted.** The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submission by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

o **Physical Barrier.** Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

o **Continual Supervision by Fingerprinted Employee.** Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____ **Title:** _____

o **Unoccupied Site.** The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Proposer: _____

Signature: _____

Print Name: _____

Title: _____

SAMPLE

WARRANTY AND GUARANTEE FORM

1. _____ ("Contractor")
hereby agrees that the _____ ("Work" of Contractor)
which Contractor has installed for the **Long Beach Unified School District** ("District") for the
following project:

**BID NO. 2627-006-RFP
MDF/IDF SWITCH REPLACEMENT PROJECT
(E-RATE FUNDING YEAR 2027)**

was performed in accordance with the requirements of the Contract Documents and that
the Work as installed fulfills the requirements of the Contract Documents.

2. Contractor agrees to repair or replace all of the Work that may prove to be defective in
workmanship or material and any other adjacent Work that may be displaced in connection
with such replacement within a period of _____ **YEAR(S)** from the date of
Completion as defined in the Contract, ordinary wear and tear and unusual abuse or neglect
excepted. The date of completion is _____, 2____.
3. In the event Contractor fails to comply with the above-mentioned conditions within a
reasonable period of time, as determined by District, but not later than **SEVEN (7)** calendar
days after being notified in writing by District, Contractor authorizes District to proceed to
repair or replace the defective Work at the expense of Contractor. Contractor shall pay the
costs and charges therefor upon demand.

4. **Representatives to be contacted for service subject to the terms of Contract:**

NAME: _____
ADDRESS: _____
PHONE NO.: _____
EMAIL: _____

Date: _____
Proper Name of Proposer: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT



SCOPE OF SERVICES

ATTACHMENT A

Long Beach Unified School District (LBUSD) is seeking a qualified vendor to replace aging Cisco core MDF and IDF access switches at multiple school locations within the LBUSD boundaries. Including but not limited to planning, collaboration, implementation, system test and verification, and post-installation support & remediation.

Included with the physical removal of older switch and installation of the new switches, we will be taking this opportunity to standardize deployment methodologies and consistency, along with reorganization and cleanup of the overall installations.

Project to be pursuant to Public Contract Code Section 20118.2. LBUSD intends to award a contract for services to the qualified Respondent whose proposal is the most advantageous to the school LBUSD. All these documents shall be made part of and material to the service contract. LBUSD expects that the Respondent includes all project information, including addenda in their proposed bid price.

The awarded contractor shall provide all technical design review, integration planning, implementation sequencing, and migration coordination necessary to successfully integrate the new equipment into the District's existing production environment with minimal service interruption. If additional design services are proposed beyond the base bid scope, the proposer shall identify applicable hourly rates and estimated hours

Contractor is advised that any work disruptive to the daytime functions of the school must be done after school hours. This will be after 4pm and before 7:30am PT. Opportunities may arise in summer break for daytime work but due to summer school this is not guaranteed.

Contractor is responsible for proposing for this swing shift requirement as necessary.

District-Controlled Contingency Allowance

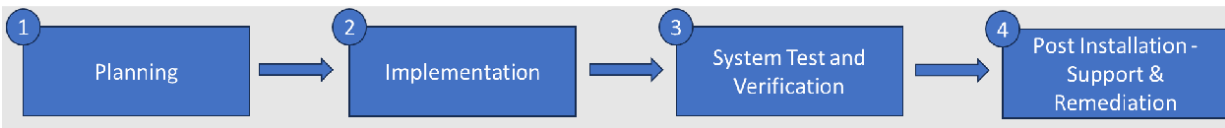
Each proposer shall include a District-controlled contingency allowance of Thirty Thousand Dollars (\$30,000) in its Total Proposal Price. The allowance is reserved solely for unforeseen conditions or additional work necessary to complete the Project that was not reasonably identifiable from the Contract Documents or information made available during the procurement.

The contingency allowance is not additional compensation earned by the Contractor and does not represent a minimum amount the District is obligated to spend. The Contractor shall not perform or charge any work against the allowance without prior written authorization from the District identifying the approved scope, pricing basis, and not-to-exceed amount.

*Note: Authorized contingency work and change orders arising under this project shall be performed on a time and materials (T&M) basis, with billing on **actual labor hours and materials used**, and subject to a **not-to-exceed (NTE)** amount approved in writing by the district to commencement of the additional work.* Detailed time logs or labor summaries shall be provided with each invoice for verification of actual hours worked.

Any unused portion of the contingency allowance shall remain the property of the District, shall not be invoiced, and shall be deducted from the final Contract Price.

The Respondents are responsible for all work detailed below in the accompanying scope of work / project lifecycle.



1) PLANNING

- a) Coordinate with LBUSD Information Technology to retrieve the following:
 - i) New IP address for each of the switches going to the respective MDF and IDF.
Note: Existing IP addresses will not be used and will be replaced with new ones.
 - ii) Naming convention for switch (Site Name, Model Number, IDF Number).
 - iii) SNMP Description added as part of the configuration.
 - iv) Read/Write access to the switches and LBUSD CISCO DNA appliance.
 - v) School Site Keys (Note – Contractor will be financially liable if lost).
- b) Provide LBUSD a detailed project plan (see **General Bid Requirements** below for more info) with estimated completion dates for each school site before starting implementation – 2 weeks after Notice To Proceed (Excel Format Preferred).

- c) Prior to implementation, LBUSD will provide the awarded contractor ("Contractor") the following:
 - i) Site Maps to be used for installing and uploading into DNA.
 - ii) Pre-conditioned photos of each MDF/IDF.
 - iii) Network Topology Map (per site).
 - iv) Survey Checklist – details about equipment in IDFs and other conditions as noted pre-implementation.
- d) Contractor to host coordination/status meetings once a week throughout the project timeline (initiation through closing).
- e) Contractor to provide daily email updates to provide status to LBUSD after each night of work.
 - i) i.e., if there are any unforeseen circumstances (patch panel key stone damage, fiber cable broken) immediately notify LBUSD.
- f) Contractor submits at least five (5) business days prior to onsite work, an after-hours form and key request form. Blank copies of these forms will be provided by LBUSD for Contractor use. On the key form the Contractor will sign it is indicated that the Contractor carries a fiscal liability to re-key the school if keys are lost by the Contractor.
- g) Storing items at a school campus is at the Contractor's risk and by LBUSD approval only. LBUSD cannot assume responsibility for non-installed items left at a school site. Contractor is advised to assume that on-campus storage will not be made available.
- h) Identify key staff and responsibilities – (Network Engineer, Project Manager, Supporting Staff)
 - i) A dedicated Project Manager on the Contractor side will be required to coordinate all aspects of scheduling, provide meeting minutes and other needs to lead a project.

The Contractor shall provide a high-level project schedule identifying major project phases, milestones, deliverables, and anticipated completion dates. The schedule shall be submitted to the District at project kickoff and updated periodically throughout the duration of the project.

The Contractor shall identify who will be assigned to perform the services, including the proposed Project Manager and key personnel.

MDF/IDF SWITCH REPLACEMENT PROJECT (E-RATE FUNDING YEAR 2027)

The personnel identified shall be committed to performing the Services for the duration of the project, subject to the provisions below.

The Contractor shall not substitute or materially change the proposed Project Manager or other key personnel without prior written notice to the District. The Contractor shall provide the District with written notice of any proposed change to the project team no less than fourteen (14) calendar days prior to the effective date of the change.

Any proposed substitute personnel shall have qualifications, experience, and expertise equal or greater than those originally identified. The District reserves the right to review and approve proposed substitutions of the Project Manager or other key personnel and may require additional information regarding the qualifications and availability of proposed replacement personnel. Contractor shall not implement changes until the District has completed its review.

Key Staff	Responsibilities
Project Manager (Required)	
Network Engineer (Required)	
Supporting Staff 1	
Supporting Staff 2	
Other:	

2) IMPLEMENTATION

a) Cabinet Location and Access Information:

Site Name	Total Number of Switches	Cabinets 6-10 Feet High	Cabinets 10 feet or higher	Cabinets on the ground or no cabinet
Carver	9	7	2	
Lakewood	39	18	9	12
Sato	12	5	4	3
Wilson	36	21	10	5

b) Contractors shall replace the existing switches with the CISCO 9500 and 9300 or equivalent at the MDF and IDF respectively.

c) The existing network racks will remain and are not in scope to replace.

- d) At the MDF the primary devices to remove will be a Cisco ASR and chassis-based core switch of 4500 or 6000 series. At IDFs the devices to remove will be Cisco Catalyst switches (3560x typically), UPS systems/batteries, and XPS systems.
- e) Contractor is responsible for removal and disposal of any old, used patch cords.
- f) Contractor shall integrate new switches into existing LBUSD CISCO DNA appliance.
- g) Update network management and inventory per LBUSD standards.
- h) All new switches will be configured to be managed via Cisco DNA. Primary DNA services will include inventory management, software updating and troubleshooting. Additional services may also be added as part of this engagement.
 - i) As part of the site deployment, Contractor is expected to electronically add the new device(s) to the DNA eco-system. *Note: LBUSD will handle cleanup of the existing Prime Infrastructure database.*
 - ii) The software and hardware shall be configured to a turnkey and clean state.
 - iii) Contractor shall generate or clean up any resources necessary for a turnkey installation of DNA. This may include the clean-up of LBUSD provided resources, such as maps, to a compatible state for inclusion into DNA. Where LBUSD cannot provide a baseline, Contractor shall generate the necessary resource to complete the configuration.
 - (1) Prepare DNA Center Network hierarchy and design support for each location.
 - (2) Fully configure sites involved with this portion of the project (see BOM for location information).
 - (3) Import Maps and other site-specific drawings (owner provided).
 - (4) Add new devices to DNA.
 - (5) Create templates for future importation of devices.
 - (6) Assign appropriate licensing for operation and support of both DNA appliance and node devices.
- i) Physical Installation – New switches will be installed with migration of existing network functionality.
- j) Deploy unit through DNAC template – DNA
 - i) **MDF** – The 9500 switches will be configured to Layer 3 routing functionality.

MDF/IDF SWITCH REPLACEMENT PROJECT (E-RATE FUNDING YEAR 2027)

- (1) Transfer operation of the standalone ASR router functions to an integrated function on sites Cisco 9500 core switch.
- (2) Transfer physical fiber/copper cable connections being extended to the 9500 Core Switch (extension may be required if not already in proximity).
- (3) The physical ASR router will be removed and decommissioned as part of this process per LBUUSD protocol.

Note: Do not remove UPS and battery from MDF core rack installations.

ii) IDF – The 9300 switch deployment objectives

- (1) **IDF** connections are for device endpoints, but many ports may be trunked or specific to unique VLAN support for wireless AP's, security cameras and other unique devices.
- (2) Multiple switches will utilize switch stacking layer 2 cables and power cords for redundancy and power sharing.
- (3) New Switch programming and migration to mimic existing functionality.
- (4) All specific port configuration must be migrated to ports including Description, BPDU guard and other unique information.

k) Label identifying new switches.

- i) Device labels will be plastic labels. The writing area length x width is 3.94-inch x 2.28 inch (100mm by 58 mm), wirelength is 5.39 inch (137mm), overall length is 10 inches (225mm). One side will have text information of the switch including Switch Name, IP, SN, and Stack ID and QR code on the other side.
- ii) QR-Codes can be added as value-added option on other side of label.

l) Label the IDF cabinets with the new assigned IDF numbering scheme.

m) Replacement of Fiber Patch Cables and SFPs

- i) Existing Fiber Patch Cables (ST or SC Type) will be replaced at the MDF.
 - (1) Existing fiber cable at the IDF will be re-used; however, if fiber cables are damaged or inappropriate length, replace with new one.
 - (2) Re-use multi-mode conditioning cable if found.
 - (3) Existing SFPs at the IDF will be re-used, if SFPs are damaged, replace with new ones.

MDF/IDF SWITCH REPLACEMENT PROJECT (E-RATE FUNDING YEAR 2027)

(4) Any existing SFPs at the MDF will be re-used.

(5) New SFPs listed in the BOM will be utilized to replace older GBICs at the core MDF switch.

In addition to replacing the primary switching stacks, Contractor is expected to address cleanup and organization of the rack space as required (see below).

n) Cable Management and clean-up.

Note: Photographs of the MDF/IDFs pre-implementation will be provided to the winner for the purpose of patch cable length estimations.

o) Contractor to quote estimated cable lengths for each MDF/IDF location after review of above pictures.

i) All existing patch panel ports to configured switch port/VLAN relationships must be maintained

ii) Patch cable management will be required to offer an organized, clean, and manageable environment

iii) All existing patch cables will be replaced with new blue MONOPRICE SLIMRUN CAT6A 30AWG Ethernet Cables

iv) Appropriate patch cable lengths should be used for organizational purposes and to prevent overcrowding in the cabinet.

v) **DO NOT PURCHASE 1 SINGLE SIZE CABLES**

(1) **For purposes of the bidding process: Use 5-foot length as cost-basis only. Cable requirements are as follows:**

p) MDF/IDF Cable Requirements

i) 1-3-foot cables required for 1U-5U of spacing

ii) 5-foot cables required for 5U-8U of spacing

iii) 7-foot cables required for 8U's and beyond spacing

(1) Overly long or short cords are not acceptable.

(2) Cabling industry standards must be practices (i.e. bend radius and cable lengths).

iv) If the patch panel port is broken, report the issue immediately to LBUSD Project Management team.

v) If ridged cable management is not present in the MDF/IDF confines, the Contractor will be required to assemble basic cable management through use of and Velcro or other reusable strapping (no zip ties), etc. The final product should allow for easy access to switch ports and cables for easy replacement.

vi) Split loom tubing will be required to protect Fiber Optical patch cables. This tubing must be secured in a fashion to prevent snagging or crimping

MDF/IDF SWITCH REPLACEMENT PROJECT (E-RATE FUNDING YEAR 2027)

at the connection points.

- vii) Power supply cables should be cable managed also with reusable cable management as defined above.
- viii) The Contractor shall adjust the rails in the rack to have adequate depth such that all the equipment fits within the IDF/MDF cabinets, if needed.
- ix) In addition to the positioning of rack rails the respondent may encounter existing items such as patch panels or cable management trays that also must shift up or down within the rack to accommodate the new hardware
- x) Some cabinets may be less than 23 inches in depth and may not be closed, leave the door open, label with a caution note, and report to LBUSD of issue.

- q) Contractor may strip or encounter stripped screws. These situations are to be resolved by Contractor as necessary when caused or encountered.

- r) Contractors will perform nightly clean-up work and will leave the spaces clean and functional for each business day.

- s) IDF Clean Up
 - i) UPS removal – any UPS identified in the IDF cabinets to be removed and decommissioned per outlined LBUSD process and procedure (see in following sections).
 - (1) This includes XPS2200 rack mounted power units within the IDF.
 - ii) The removed UPS will be replaced with a Tripp Lite Isobar PDU **(only at IDF)**.
 - (1) **REQUIRED:** The PDU Isobar shall be placed on the 2nd to last U of the IDF cabinet.

Note: The core MDF UPS and battery system will remain in place.
 - iii) All legacy switches will be required to be removed from site and decommissioned according to the outlined LBUSD process (see in following sections).
 - iv) Remove all debris, dust, and dirt from inside/outside
 - v) Vacuum wipe down MDF/IDF cabinets as necessary

3) SYSTEM TEST AND VERIFICATION

- a) The Contractor shall provide the following documentation after the completion of each site:
 - i) Photographic evidence of the complete installation for each MDF/IDF – files are to be named by Site and MDF/IDF number.

- ii) Four photos will be taken – Front view from distance, front view with door fully open, bottom view of the PDU, and view with the cabinet open from the back.
- iii) Final installation Report Checklist – documentation validating switch functionality and performance.
 - (1) A list of switches installed at the site, to which MDF/IDF, IP address, MAC address, and Serial Number.
 - (2) An updated MDF/IDF site map with updated MDF/IDF number.
 - (3) Installation methodology checklist.
 - (4) Old and new switch core configuration.
 - (5) Warranty for switch and installation by Contractor.
 - (6) Layer 2 network topology map – Visio preferred.
- b) Verify VLAN on critical components were established (intercom, security, printer, and HVAC controls, etc.).
- c) Use switch configuration dump or scan from before to confirm all VLAN were defined appropriately after new switch install.
- d) Overall – One checklist per site will be provided to LBUSD per part of the closure.
- e) LBUSD will perform a post install inspection – there will be an onsite inspection of all installed equipment by LBUSD in the days following installation. A list of required corrections may be submitted to the contractor.
- f) Contractor will within 5 business days resolve any issues with cleanliness, installation or scope completion if identified by LBUSD inspection/commissioning process.
- g) Identified issues that cause network problems to have a 4-hour response time.
- h) Old switches will not be removed from Cisco Prime Infrastructure.
- i) LBUSD recognizes that replacing switches within existing cabinets may have unforeseen impacts to patch panels or fiber which are existing and not in scope. To have flexibility to address these situations the Contractor will include an allotment for emergency repairs as detailed under General Bid Submission Requirements.

4) POST INSTALLATION, SUPPORT, AND REMEDIATION

- a) Contractor to plan for up to 4 hours of training which will be for 2 separate events. LBUSD will engage a contractor for these hours if it is determined to be necessary, otherwise credit will be expected for unused training hours as appropriate.
- b) Contractor to provide post installation day 1 support after each night of work.
- c) Contractor to be onsite with at least 1 skilled resource at 7am until at least 11am to immediately address and post migration issues. It is understood this resource may need to stay beyond this if there are ongoing issues.
- d) Contractor will provide 90-day workmanship warranty for installation to LBUSD. The 90-day warranty shall begin upon final receipt of closeout documents per site. Those closeout documents must contain final confirmation that all outstanding known corrections are also completed. During these 90 days the contractor shall return to fix items related to the quality of the installation and to address any pre-mature failures of equipment that might occur. The response time for user impactful issues shall be no more than 4 hours.
- e) Final deliverable to LBUSD (Summary) – details are above
 - i) Final installation checklist (1 checklist per site).
 - ii) Photos of an installation at different views.
 - iii) List of installed devices with details identified above.
 - iv) Updated map of MDF/IDFs.
 - v) Core switch configuration dump of both the old and new switches.
 - vi) Warranty Information.
 - vii) Updated layer 2 network topology map for each site (Visio preferred).
- f) Old existing equipment such as switches, UPS, XPS power switches, cables, etc. shall be decommissioned following LBUSD standards (see below):
 - i) A list of items decommissioned shall be provided to LBUSD site upon dropping it off at the LBUSD Warehouse at Purchasing Branch.
 - ii) In such a circumstance where the Contractor needs to deliver equipment to LBUSD for storage, payment, or staging the contractor may use LBUSD warehouse, Contractor must adhere to LBUSD

requirements to properly track assets coming and going from the warehouse. This may require meeting a LBUSD representative to regularly sign items out. Should any items be removed by the Contractor from the warehouse without written LBUSD approval this is at the contractor's risk.

- iii) Contractor shall follow LBUSD asset tag procedures to apply a specialized label to each switch in scope. This may require taking the new switches to the LBUSD warehouse for application of the asset tag. LBUSD warehouse is open between 7am and 2pm.
- iv) Contractor will be responsible for disposal of all trash or recycling generated by the project. Contractors will not be allowed to utilize limited trash cans at any site, including at LBUSD warehouse. Contractor is responsible for safe, appropriate, and offsite disposal of non-desired materials – such as old patch cables, cardboard waste or packing foam.
- v) Contractor is responsible for documenting the asset tags of existing equipment removed as part of this project. These will be typical of all old switches and UPS systems. Contractor will be responsible for delivering and unloading this equipment to the location specified by LBUSD, typically this will be warehouse located at 2201 E. Market Street or the IT offices at 2425 Webster Ave. Contractor will be asked to fill out asset transfer forms for each delivery of old equipment.

GENERAL PROPOSAL SUBMISSION REQUIREMENTS

In addition to any items mentioned elsewhere in the scope of work the following documents must be submitted with the proposal, failure to do so will result in disqualification:

1. Itemized Bid Price Sheet – All proposed prices provided by the Respondent will be itemized, per the requirements of the E-Rate program. Respondents will provide itemized cost for a minimum of the following: eligible services/equipment, ineligible services/equipment, one-time costs breakdown, installation costs, any fixed costs, E- Rate eligible itemized tax and surcharges descriptions breakdown with cost, and utilization costs (such as cost per increment). Respondents will include in their bid response all monthly unit pricing for each component of this system.
 - a. For the purposes of bid evaluations Respondent shall ALSO use the blank “BOM” templates provided as part of the bid documents.
 - b. **Cables – use 5-foot cables for bidding purposes only (actual lengths will vary).**

2. Vendor Agreement – If a separate agreement is required for licensing, subscriptions, maintenance, or support, the Respondent shall include it with its Proposal. All vendor agreements are subject to District and legal counsel review and written approval. District contract terms shall control over any conflicting vendor terms. The District will not be bound by terms contained in a quote, invoice, website, hyperlink, or click-through agreement unless expressly approved in writing by an authorized District representative.
3. Respondent Information – Respondent will provide in their proposal package documentation that details the following: firm name, business address, phone and fax numbers and a brief overview of the Respondent’s organization, a brief history of the firm, a primary contact person to support the contract(s), and the Respondents SPIN. Respondents’ information shall not exceed 3 pages in length.
4. List of References – Respondent will include a minimum of three (3) client references. References will include Contact Name, Organization Name, and Contact telephone and email information. References must be from winning proposals within the last three calendar years.
5. Respondent Qualifications – Respondent will provide in their proposal package sufficient documentation that demonstrates the Respondent’s ability to provide the services and lead the project as required in this RFP.
 - a. CCNA certification or higher on staff is required
6. Cable sub-contracting:
 - a. LBUUSD recognizes that replacing switches within existing cabinets may have unforeseen impacts to patch panels or fiber which are existing and not in scope. To have flexibility to address these situations the Contractor will include an allotment for emergency repairs as detailed under General Bid Submission Requirements.
 - b. Contractor is permitted to sub-contract for cable repairs but must declare that sub-contract as part of their bid.

END OF DOCUMENT