

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	22-2724
Introduction Date	12/14/22
Enactment Number	22-2128
Enactment Date	12/14/2022 er



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems and Services Officer  
Susan Beltz, Chief Technology Officer

**Meeting Date** December 14, 2022

**Subject** Resolution No. 2223-0080 - Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With Broadway Typewriter Company Inc dba Arey Jones Educational Solutions (Arey Jones) Properly Entered Into Through Los Angeles Unified School District.

**Ask of the Board** Approval by the Board of Education of Resolution No. 2223-0080 - Declaring It Is In The Best Interest Of The District To Piggyback On And Enter Into A Contract With Broadway Typewriter Company Inc dba Arey Jones Educational Solutions Properly Entered Into Through Los Angeles Unified School District.

**Background** Public Contract Code section 20188 allows OUSD to “piggyback” on an existing contract without OUSD needing to separately bid the contract so long as (i) the contract was properly bid, awarded, executed, and approved and (ii) the Board determines that it in the best interest of the District.

**Discussion** Los Angeles Unified School District (“LAUSD”) is a public school district issued a competitively bid contract available for “piggybacking” to state and local governments, including school districts. LAUSD, issued an RFP to establish a contract for technology hardware and integration services. Arey Jones was awarded a contract (“Agreement”).

The Resolution finds that the Agreement was properly bid, awarded, executed, and approved and further declares that piggybacking on the Agreement is in the best interest of the District. The Resolution then accepts the offer of contract with Arey Jones pursuant to the same terms and conditions found in the Agreement, up to a fiscal year not-to-exceed amount of \$10,000,000 through June 14 2024, [with the option to renew for two (2) additional one-year periods through June 14, 2026]. The Resolution also approves the associated Piggyback Agreement.

**Fiscal Impact** Up to \$20,000,000 from various District-wide accounts.

- Attachment(s)**
- Resolution No. 2223-0080 - Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With Arey Jones Properly Entered Into Through Los Angeles Unified School District
  - Piggyback Agreement Between Arey Jones Educational Solutions and Oakland Unified School District

**RESOLUTION  
OF THE  
BOARD OF EDUCATION  
OF THE  
OAKLAND UNIFIED SCHOOL DISTRICT**

**Resolution No. 2223-0080**

**Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With  
Arey Jones Properly Entered Into Through Los Angeles Unified School District**

**WHEREAS**, Public Contract Code section 20118 (“section 20118”) permits a school district, “without advertising for bids,” to contract with “any public corporation or agency, including any county, city, town, or district, to . . . purchase materials, supplies, equipment, . . . and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the . . . purchases from a vendor” if the school Board determines it to be in the “best interests of the district”;

**WHEREAS**, section 20118 further permits a school district to contract with a vendor that has an existing contract with another public corporation or agency “under the same terms that are available to the public corporation or agency under the existing contract”;

**WHEREAS**, Los Angeles Unified School District (“LAUSD”) is a public school district that issued a competitively bid contract available for “piggybacking” to state and local governments, including school districts.

**WHEREAS**, LAUSD, serving as the lead agency, issued RFP IFB2000002150 on December 22, 2020, to establish a California contract for technology hardware and integration services;

**WHEREAS**, the solicitation included the following cooperative purchasing language in Section II.A 15 – Contract Piggyback Provision:

For the term of the Contract, and any mutually agreed extension(s) pursuant to this request for bid and subsequent contract, other school districts, community college districts, public corporations or agencies, including any county, city, town or public corporation or agency within the State of California, may purchase item(s) at the same price and upon the same terms and conditions pursuant to Section 20652 and/or 20118 of the Public Contract Code. The District waives its right to require other districts and agencies to draw their warrants in the favor of the District, as provided in said code sections.

;

**WHEREAS**, on February 8, 2021, five (5) proposals were received, including from Arey Jones (“Vendor”);

**WHEREAS**, the proposals were evaluated by an evaluation committee and the committee, using the evaluation criteria established in the RFP, elected to recommend the award to Vendor;

**WHEREAS**, on or about April 14, 2021, the LAUSD Board of Directors approved the award for technology hardware and integration services to Vendor; and

**WHEREAS**, a contract with Vendor ("Agreement") was executed with an effective date of June 14, 2021, and an initial term of three (3) years (through June 14, 2024) with the option to renew for two (1) additional one-year periods (through June 14, 2026).

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Education ("Board") finds that the Agreement was properly bid, awarded, executed, and approved based on the representation of Los Angeles Unified School District, and the documents provided to OUSD all of which are incorporated herein by reference; and

**BE IT FURTHER RESOLVED**, the Board declares that it is in the best interest of the District to contract with Vendor, hereby accepts the offer of contract with Vendor pursuant to the same terms and conditions found in the Agreement up to a fiscal year not-to-exceed amount of \$10,000,000 through June 14, 2024, and approves the Piggyback Agreement with Vendor.

**PASSED AND ADOPTED** by the Board of Education of the Oakland Unified School District this 14<sup>th</sup> day of December 2022, by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Aimee Eng, Clifford Thompson, Vice President Benjamin "Sam" Davis, President Gary Yee

NOES: None

ABSTAINED: Mike Hutchinson, Kyra Mungia

RECUSED: None

ABSENT: Linh Lee (Student Director), Natalie Gallegos Chavez (Student Director)

NON-VOTING: VanCedric Williams

**CERTIFICATION**

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on December 14, 2022.

Legislative File	
File ID Number:	22-2724
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By:	er

**OAKLAND UNIFIED SCHOOL DISTRICT**

*G.S.D. Ye*

Gary Yee  
President, Board of Education

*K.J. Trammell*

Kyla Johnson-Trammell  
Superintendent and Secretary, Board of Education

Approved as to form by OUSD Attorney Carrie Rasmussen on 11/17/22

*Carrie M. Rasmussen*



## **PIGGYBACK AGREEMENT**

This Piggyback Agreement (“Piggyback”) is entered into this 14<sup>th</sup> of December, 2022 (“Effective Date”) by and between the Oakland Unified School District (“OUSD”) and Arey Jones (“VENDOR”), together with “OUSD,” “PARTIES”).

**WHEREAS**, VENDOR is part of and subject to that certain LAUSD Agreement No. 4400009343 and LAUSD Agreement No. 4400009346 (“Agreement”), by and between Arey Jones and LAUSD (“Customer”);

**WHEREAS**, VENDOR wishes to provide to OUSD with products and/or services subject to the Agreement and as set forth herein;

**WHEREAS**, OUSD desires to obtain such products and/or services from VENDOR subject to the Agreement and as set forth herein;

**WHEREAS**, Public Contract Code section 20188 allows OUSD to “piggyback” on an existing contract without OUSD needing to separately bid the contract so long as (i) the OUSD Board of Education determines that it in the best interest of the District and (ii) the contract was properly bid, awarded, executed, and approved; and

**WHEREAS**, the OUSD Board of Education has determined that it in the best interest of OUSD to piggyback on the Agreement and VENDOR represents that the Agreement was properly bid, awarded, executed, and approved.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the PARTIES agree as follows:

1. **Incorporation.** This Piggyback incorporates herein by reference the Agreement as if fully set forth herein and gives the Agreement thereto full force and effect as between OUSD and VENDOR.
2. **Pricing.** VENDOR agrees to supply to OUSD those products and services as set forth in the Agreement. The compensation under this Piggyback shall not exceed \$20,000,000.
3. **Term and Termination.** This Piggyback will be effective for the Term as set forth in the Agreement. Either party may terminate this Piggyback without cause by providing the other party with thirty (30) days prior written notice.
4. **Payment Terms.** VENDOR shall submit to OUSD on a monthly basis an invoice for all purchases. Invoices are due sixty (60) days from the date of invoice. VENDOR shall have the right to establish the credit limit of OUSD and VENDOR shall have the right to lower such credit limit or refuse to ship any orders if at any time; (a) OUSD is delinquent in

making payments to VENDOR, or (b) in VENDOR's reasonable opinion, OUSD's credit standing becomes impaired or reasonably unsatisfactory to VENDOR.

- 5. Notices.** All notices, requests, demands, and other communications under this Piggyback shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

*If to VENDOR:*

Arey Jones Educational Solutions  
1055 6<sup>th</sup> Avenue, Suite 101  
San Diego, CA 92101

*If to OUSD:*

Oakland Unified School District  
1000 Broadway, Suite 450  
Oakland, California 94607  
Attn: Procurement

*With a copy to:*

Oakland Unified School District  
1000 Broadway, Suite 450  
Oakland, California 94607  
Attn: Office of the General Counsel

- 6. W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
- 7. All Documents Publicly Posted.** This Piggyback, its contents, and all incorporated documents are public documents and/or will be made available by OUSD to the public online via the Internet.
- 8. Incorporation of Recitals and Exhibits.** Any recitals and exhibits referenced in or attached to this Piggyback are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Piggyback, the terms and provisions of this Piggyback shall govern.
- 9. Litigation.** This Piggyback shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Piggyback.
- 10. Signature Authority.** Each PARTY has the full power and authority to enter into and perform this Piggyback, and the person(s) signing this Piggyback on behalf of each PARTY has been given the proper authority and empowered to enter into this Piggyback.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Piggyback and to be bound by its terms and conditions:

**VENDOR**

Name: Erica Eichmann Signature: Erica Eichmann  
Digitally signed by Erica Eichmann  
DN: cn=Erica Eichmann, o=Arey Jones,  
ou=Sales,  
email=erica.eichmann@areyjones.com, c=US  
Date: 2023.01.09 13:13:28 -0800

Position: Sales Director Date: 01/09/23

**OUSD**

Name: Gary Yee Signature: 

Position: Board President Date: 12/15/2022

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell Signature: 

Position: Secretary, Board of Education Date: 12/15/2022



# Los Angeles Unified School District

## Procurement Services Division

AUSTIN BEUTNER  
*Superintendent*

MEGAN K. REILLY  
*Deputy Superintendent*

DAVID D. HART  
*Chief Financial Officer*



JANICE SAWYER  
*Business Manager*

JUDITH REECE  
*Chief Procurement Officer*

YVETTE MERRIMAN-GARRETT  
*Director, Contracts Administration  
And Procurement Branch*

April 22, 2021      Electronically delivered via email to Erica.eichmann@areyjones.com

### NOTICE OF ACCEPTANCE OF BID AND AWARD OF CONTRACT

Contract Nos.: 4400009343, 4400009344, 4400009345, 4400009346

Bid No: 2000002150

Initial Contract Periods: June 15, 2021 to June 14, 2024

Vendor #: 1000004373

Arey Jones Educational Solutions  
1055 6<sup>th</sup> Ave #101  
San Diego, CA 92101

Attention: Ms. Erica Eichmann,

This is your notice that on April 14, 2021 the Los Angeles Unified School District accepted your Bid and awarded the aforementioned Contracts to you for the items listed in "Attachment No. 1 to Notice of Acceptance of Bid and Award of Contract," which is attached hereto and made a part hereof (hereinafter referred to as "Attachment No. 1").

The District's acceptance of your Bid and award of Contracts is made conditional on the District's denial of your requested "Bidder's Exceptions to Bid" (if applicable) which are listed on Attachment No. 1 (hereinafter referred to as "Exceptions").

The Contracts consist of your submitted Bid (excluding Exceptions that have been denied, if applicable), the other documents specified in the Specifications and General Bid and Contract Conditions (hereinafter referred to as the "Bid Documents"), this letter (Notice of Acceptance of Bid and Award of Contract), and Attachment No. 1 to this letter.

If you have any questions regarding this award of contract, please contact Leonardo de Leon at (562) 654-9301 or leonardo.deleon@lausd.net.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kent Huang".

Kent Huang  
Purchasing Services Manager  
Los Angeles Unified School District

ATTACHMENT NO. 1  
TO  
NOTICE OF ACCEPTANCE OF BID AND AWARD OF CONTRACT

Date of Notice: April 20, 2021  
Contract Nos.: 4400009343, 4400009344, 4400009345, 4400009346  
Bid No: 2000002150

**Items Awarded**

- All items listed in the Bid's Rate Schedule Section, inclusive.
- Only the items listed on Page 2 of this Attachment.

**Bidder's Exceptions To Bid**

- Not applicable.
- The following requested exceptions are denied:  
\_\_\_\_\_
- The following requested exceptions are accepted:  
\_\_\_\_\_

**Payment and/or Performance Bond(s)**

- Not applicable.
- Required; due within ten (10) calendar days of the above Date of Notice.  
Amount \$\_\_\_\_\_

**Evidence of Insurance**

- Not required at this time as current evidence of insurance is on file. New evidence must be submitted **prior** to any policy expiration.
- Required as indicated below within 10 days. In addition, this contract will not be forwarded for use until satisfactory Evidence of Insurance is provided.
  - Commercial general liability\*
  - Automobile liability (owned, hired and non-owned)\*
  - Workers' compensation
  - Professional liability
  - Other: Pollution Liability

**\*The policy must be endorsed to name Los Angeles Unified School District and the Board of Education of the City of Los Angeles (two separate entities) as additional insureds.**

ATTACHMENT NO. 1 TO NOTICE OF ACCEPTANCE  
OF BID AND AWARD OF CONTRACT NOS. 4400009343, 4400009344, 4400009345, 4400009346

Call Leonardo de Leon at (562) 654-9380 for assistance or information regarding insurance requirements.  
Send the Evidence of Insurance to:

Los Angeles Unified School District  
Procurement and Contract Administration Branch  
Attn: Leonardo de Leon  
8525 Rex Road  
Pico Rivera, CA 90660-3779

The following item(s) listed in the Bid's Rate Schedule Section have been awarded:

Vendor	Items Awarded
Arey Jones Educational Solutions	Category I – Windows Operating Systems • HP, Lenovo, Dell Category II – Chrome Operating Systems • HP, Lenovo Category III – Virtualized and Server Systems • Dell Category IV – Server Systems • Lenovo, Dell Category V – Major Service Components Desktop Computing System, Mobile Computing Systems (Windows), Tablet computing Systems (Windows), Chromebox, and Chromebook.



**WARNING!**  
BID PACKAGES MUST BE  
RETURNED IN ITS ENTIRETY

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

INVITATION FOR BID  
(IFB)

IFB FOR PERSONAL COMPUTER SYSTEMS AND RELATED EQUIPMENT AND  
SERVICES

IFB NO. 2000002150

DATE ISSUED: DECEMBER 22, 2020

DATE ADVERTISED: DECEMBER 22, 2020  
and DECEMBER 29, 2020

LAST DAY FOR QUESTIONS: JANUARY 8,  
2021

SUBMITTAL DATE: JANUARY 22, 2021

ANTICIPATED CONTRACT START DATE:  
JUNE 15, 2021

BIDDER'S (FIRM) NAME: \_\_\_\_\_

Note: All bidders are required to submit a printed bid in its entirety and one copy of the entire bid on a CD or Flash Drive.

**IFB 2000002150**  
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LOS ANGELES UNIFIED SCHOOL DISTRICT  
Procurement Services Center – Contract Administration  
8525 Rex Road  
Pico Rivera, CA 90660  
(562) 654-9007

DATE: January 22, 2021

ATTENTION: Prospective Bidder

SUBJECT: INVITATION FOR BID (IFB) FOR: **PERSONAL COMPUTER SYSTEMS AND RELATED EQUIPMENT AND SERVICES**

The Los Angeles Unified School District, Contract Administration Branch, is seeking bids for **PERSONAL COMPUTER SYSTEMS AND RELATED EQUIPMENT AND SERVICES** as outlined in the attached. The resultant unit cost requirements contract, if awarded, will be for a **36-month** period, with the options to renew for two (2) additional twelve (12) months. The contract will be State and/or locally funded, and is subject to fiscal year funding. District contract awards are made in accordance with authority granted to the Los Angeles Board of Education under California Law (e.g. the Public Contract Code, Education Code and Government Code).

You are hereby invited to submit to the District a bid to furnish all the labor, materials, and any other related items required for performance under the subject IFB. **An original and two (2) electronic versions of the entire bid on a flash drive, (plus an additional hard copy of the entire original bid), must be submitted in a sealed envelope, and delivered by hand or mail to the address below no later than 11:00 a.m. local time on January 22, 2021** Bids received after that time will not be considered. In order to accommodate bidders during the COVID-19 protocols, we have stationed a bid drop box outside the main lobby of the Procurement Services Center. The IFB designation number **2000002150** must be inscribed upon the face of the submission package.

Los Angeles Unified School District  
Procurement Services Center  
Main Lobby/Reception Desk  
8525 Rex Road  
Pico Rivera, CA 90660

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

**All communications in connection with this IFB shall be provided in writing and submitted online only, on or before the last day for questions, January 8, 2021 through the Vendor Registration Website: <http://achieve.lausd.net/Page/3904>.**

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

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

- II. IFB form and rate schedule, instructions, volume rebate program, specific bid conditions, technical and product specifications, and Bidder Questionnaire.
- III. Rate Schedule
- IV. General Bid and Contract Conditions
- V. Small Business and Disabled Veterans Business Enterprise (SBVE) Utilization Program
- VI. Appendix A District Map
- VII. Appendix B OIG Notice

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

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

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

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

Sincerely,



Leonardo de Leon  
Buyer  
ATTACHMENT: IFB PACKAGE



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

**Bid No.: 2000002150**

**Date of Bid Opening: January 22, 2021**

**“NO-BID” RESPONSE FORM**

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

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

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

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

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

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

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

**BIDDER’S (FIRM) INFORMATION:**

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **NAME & TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**BID TITLE: PERSONAL COMPUTER SYSTEMS AND RELATED EQUIPMENT AND SERVICES**





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

**IFB AND CONTRACT FOR: PERSONAL COMPUTER SYSTEMS AND RELATED  
EQUIPMENT AND SERVICES**

**IFB No.: 2000002150**  
**SUBMISSION DATE: January 22, 2021**  
**FOR: INFORMATION TECHNOLOGY DIVISION**

**SECTION II.**

**A. BID FORM AND RATE SCHEDULE INSTRUCTIONS**

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

**1. SCOPE OF CONTRACT**

The scope of the contract is to provide **PERSONAL COMPUTER SYSTEMS AND RELATED EQUIPMENT AND SERVICES** (no refurbished, reconditioned, opened boxes, or gray market systems for the purchase and lease of equipment) in accordance with all the terms, conditions and specifications specified herein.

**2. TERM OF UNIT RATE REQUIREMENTS CONTRACT**

The term of the Contract will be **thirty-six (36) months (the “Initial term”)**. **The Contract is subject to two (2) additional twelve (12) month option renewals, for a maximum of five (5) years total (“Contract Term”)**. Any request for extension must be requested by the Contractor in writing no later than ninety (90) days prior to the expiration date of the existing agreement. Extended contract period(s) granted by the District would be subject to the same terms and/or conditions. Provisions for rate adjustments would be subject to the “Adjustment to the Rate Schedule” provision. The anticipated start date for work hereunder will be on or about June 15, 2021. Funding is contingent on fiscal year availability.

**3. OPTIONS**

Provided that this Agreement has not expired or otherwise been terminated, LAUSD shall have the option to renew this Agreement for up to two (2) additional twelve (12) month periods (as specified by LAUSD in any renewal notice delivered hereunder) by delivering written notice of such renewal to contractor at least thirty (30) calendar days before expiration of the then-current term. All of the terms of this Agreement shall continue to apply without change during any renewal period. Provisions for price adjustments would be subject to the “Adjustment to the Rate Schedule” provision.

**4. AWARD OF CONTRACT**

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

**5. BASIS OF AWARD**

**Computer Systems**

The award(s) shall be made to the responsive and responsible bidder(s) who submits the “Lowest Total Combined Costs” for each item, which shall be determined by adding the total discounted price either “per category,” “individually,” “as a whole,” or “in any combination,” whichever may be in the best interest of the District.

The “total discounted price” shall be calculated by applying the percentage discount off manufacturer’s price list to the total cost which consists of the system unit cost and warranty. The manufacturer’s price book (either in printed or electronic version) must be submitted with the bid. **As the manufacturer’s price book is an integral part of the basis of award, bidders who do not submit copies of the price book may be ruled non-responsive.**

The Rate Schedule Section will be used to derive the lowest “total discounted price” and must be filled out in their entirety. **Bidders offering multiple brands must designate a “primary manufacturer bid” for evaluation purposes and use a separate Rate Schedule for each brand offered.**

For evaluations purposes, the District will use the following for the “Basis of Award calculations”:

- Cost of Chrome Computing System Devises Plus– 1 year Extended Warranty
- Cost of Windows Mobile & Tablet Computing System Devises plus – 3-year Extended Warranty
- Cost of Windows Desktop Computing System Devises Plus – 5-year Extended Warranty

Upon award of the contract, Contractor shall not be held to the “total discounted price” but to the percentage discount offered and the cost associated with the warranty services in Section III. If awarded the contract, Contractor shall guarantee the same percentage discount off the manufacturer’s price list for all product lines of the awarded manufacturer’s brand within the same category of equipment.

**5. BASIS OF AWARD-continued**

**Lease**

The award(s) shall be made to the responsive and responsible bidder(s) who submits the lowest total cost for each item either per “category”, “individually”, “as a whole”, or “in any combination,” whichever may be in the best interest of the District.

The total discount price of the computer system is calculated using the list price of the system less percentage discount offered and the cost associated with products and warranty services. Total cost of lease is the total discount price of the computer system less additional discounts for the commitment year(s) plus interest for leasing.

**Major Services Components**

The award(s) shall be made to the responsive and responsible bidder(s) who submits the lowest total price for each item either per “category”, “individually”, “as a whole”, or “in any combination,” whichever may be in the best interest of the District.

The cash/trade discount shall be included in the determination of low bid. A cash discount for a time period of less than 30 days may be considered. The cash discount offered in excess of 10% will be considered a “trade discount”. A trade discount offered will be deducted from the unit price(s) bid, thus establishing the items normal/actual contract cost with zero percent cash discount for early payment.

**A Cash Discount of \_\_\_\_\_ % 45 Days is being offered.**

Payment is contingent upon acceptance of the work and approval of invoice(s) by the District Authorized Representative or designee.

The District, in an effort to become the Public agency of choice, has expanded upon its ongoing Small Business Enterprise (SBE) program to further encourage and promote SBE participation in District business opportunities.

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

Although a Payment Term of Net 45-days is applicable for this solicitation, the “now due and payable” term extended to those vendors who have received award(s) on the basis of being the lowest responsive and responsible bidder, and who are certified as an SBE(s) is one such effort the District is implementing to become the public agency of choice.

**5. BASIS OF AWARD-continued**

**Los Angeles Unified School District “*VOLUME REBATE PROGRAM*”**

The Los Angeles Unified School District (LAUSD) has established a Volume Rebate Program. The Rebate Program was established because the District purchases large volumes of supplies, equipment, furniture or services which are delivered/provided to various locations throughout the District.

**As part of the Rebate Program, the Contractor shall pay the LAUSD a one percent (1%) volume rebate on the total sales price of all purchases invoiced and paid pursuant to the Master Agreement, excluding taxes.** Total sales shall include LAUSD and other participating agencies utilizing this contract such as but not limited to school districts, cities, counties, and state agencies.

This volume rebate shall be due and payable to LAUSD within thirty (30) days of the end of each calendar quarter for purchases invoiced and paid during such calendar quarter. **All rebate checks should reference the contract number and be sent to:**

Los Angeles Unified School District  
Attn: Director of Contract Administration - Ref: Contract #XXXXXXXX  
8525 Rex Road  
Pico Rivera, CA 90660

**Contractor’s Failure to Pay Volume Rebate:** Failure of Contractor to pay the volume rebate within the time and in the manner specified herein shall be regarded as a material breach under this Agreement. All rebate dollar amounts not paid within thirty (30) days of the end of the previous calendar quarter shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full. In addition, in the event the Contractor does not pay the required fee LAUSD reserves the right to apply (at any time past the required rebate payment due date) the volume rebate amount towards any unpaid invoices in the form of a credit.

\*Note: Contractor solely shall bear the cost of paying the volume rebate. Contractor shall neither increase its prices to cover the volume rebate nor pass through the volume rebate charge to the District.

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**6. ADJUSTMENT TO THE RATE SCHEDULE**

The Rate Schedule is firm for the entire contract period including the renewal periods. The “Percentage Rate of Discount” as originally bid shall not change during the contract period. The District shall pay using the manufacturer’s published price list, less the “Percentage Rate of Discount” off the column offered by the Contractor. In the event that price lists are revised, the District is to be notified immediately. (See Section II.C, Technical specification, item #19, “Manufacturer’s Catalog/Price Listing”). The price may be modified only once during each annual contract period.

The “Unit Price” may be “subject to adjustment” at the beginning of each annual contract period. It is expressly understood that contract rate increases are not automatic or guaranteed. Contractor’s request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The District reserves the right to reject any such request and re- bid and/or terminate said contract within the provisions of the existing agreement. The District may offer a lower, higher or no increase in percentage. All increases are subject to negotiation between the Contractor and the District.

The adjustment to the contract’s unit price Schedule, if granted by the District, shall be effective July 1st or on the first day of the month following final District approval, whichever is applicable and continue through the remaining contract period. Further explanation or clarification or provisions pertaining to “Adjustment to the Rate Schedule” may be obtained by contacting the Authorized District Representative listed in this bid.

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

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## 7. **INVOICES AND PAYMENTS**

All invoices must be sent to the following address below:

ORIGINAL INVOICES TO:

**LOS ANGELES UNIFIED SCHOOL DISTRICT**

**ACCOUNTS PAYABLE BRANCH**

**P.O. BOX 54306**

**LOS ANGELES, CALIFORNIA 90054**

**(213) 241-4800**

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

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

Prior to the start of the Contract, the Contractor may contact the District's Accounts Payable Branch regarding the invoice format that may be required to facilitate timely payment. A sample of invoicing format may be required by the Accounts Payable Section prior to the start of service.

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

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

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

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

### **\*PROCUREMENT CARD PURCHASES (P-CARD)**

The P-Card is a District issued MasterCard from Citibank. It is issued to authorized cardholders to simplify purchases and the payment and tracking of those purchases.

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

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

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

**8. TAXES**

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

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

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

**9. AUTHORIZED DISTRICT REPRESENTATIVE**

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

The authorized District representative for this Contract will be:

For Contractual Matters:

Leonardo de Leon  
Procurement and Contract Administration Branch  
TEL: (562) 654-9380  
Email: [leonardo.deleon@lausd.net](mailto:leonardo.deleon@lausd.net)

For ITD Administrative Matters:

Daphne Congdon, Director  
IT Finance and Administration, ITD  
TEL: (213) 241-1073  
Email: [daphne.congdon@lausd.net](mailto:daphne.congdon@lausd.net)

**10. RATE SCHEDULE**

The “Rate Schedule” (Section III) shall be firm during the contract period.

- a. The “Percentage Discount Off”/“Unit Cost” as bid should include all costs for all items listed in the Specifications Section, all costs for any insurance, delivery, and/or any performance guarantee as required.
- b. The “Percentage Discount Off”/“Unit Cost” as bid shall **exclude any applicable taxes**. Exclude all applicable taxes for the purposes of evaluation.
- c. The “Percentage Discount Off”/“Unit Cost” as bid shall be firm for each line item, regardless of the quantities/dollar amount ordered at any one time. Percentages bid (net cost) shall include freight/delivery on an F.O.B. destination basis.
- d. **MANUFACTURER’S PUBLISHED PRICE LIST(S)**
  - i. Bidders must submit a current copy of the manufacturer’s published education price list(s) as part of their offer. Bids not including a price list(s) may be considered “non- responsive”.
  - ii. The price list(s) must be the most currently published, with a date within 180 days from the closing date, or later. All future price list(s) and Web site updates must be updated after the contract date or they will not be accepted. The price list(s) must cover all models of computer systems, accessories, software, service and integration options within the categories provided by the bidder/manufacturer as indicated in this agreement.

**10. RATE SCHEDULE - continued**

1. Any remarks, additions, amendments, or exceptions attached (by the bidder) to the bid, which conflict with terms and conditions herein, may cause it to be deemed “non-responsive.”
2. Bidder shall indicate whether or not it can provide the District with the ability to purchase personal computer systems.
3. Bid on each item/section separately for accounting purposes. Section(s) may be awarded either “per category,” “individually,” “as a whole,” or “in any combination.”
4. When filling in the Rate Schedule (Section III) information/unit costs on the hard copy, the Bidder should either type or print legibly. If the pricing information/unit price is illegible, that item may not be considered for an award. Additionally, the electronic copy of the Rate Schedule should be submitted in an MS Excel format and saved in compact disk or a flash drive. **If a discrepancy exists between the hard copy and the electronic copy, the hard copy will prevail.**

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

**11. ESTIMATED DISTRICT REQUIREMENTS**

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

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

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

**12. ORDER OF PRECEDENCE – SEALED BIDDING**

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

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**13. NOTICES, DEMANDS, AND COMMUNICATIONS**

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

Such notices, demands, or communication directed to the District shall be addressed as indicated below.

Los Angeles Unified School District  
Procurement Services Center – Leonardo de Leon  
8525 Rex Road  
Pico Rivera, CA 90660

**14. INDEPENDENCE OF BID**

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

**15. CONTRACT PIGGYBACK PROVISION**

For the term of the Contract, and any mutually agreed extension(s) pursuant to this request for bid and subsequent contract, other school districts, community college districts, public corporations or agencies, including any county, city, town or public corporation or agency within the State of California, may purchase item(s) at the same price and upon the same terms and conditions pursuant to Section 20652 and/or 20118 of the Public Contract Code. The District waives its right to require other districts and agencies to draw their warrants in the favor of the District, as provided in said code sections.

Acceptance or rejection of this provision will not affect contract awards in this bid.

**INDICATE SELECTION:**

Piggyback Provision is granted: \* \_\_\_\_\_

Piggyback Provision is not granted: \_\_\_\_\_

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

**16. NAME AND NATURE OF BIDDER'S LEGAL ENTITY**

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

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

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

Legal Name of Bidders Firm: \_\_\_\_\_

Name of CEO/President: \_\_\_\_\_

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

Name of CEO/President: \_\_\_\_\_

**CHECK ONE**

Sole Ownership: \_\_\_\_\_

Partnership: \_\_\_\_\_

Corporation: \_\_\_\_\_

Other: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Bid not acceptable unless signed by an authorized signor.

**Original signature only! Rubber stamp or typed signature not acceptable.**

By: \_\_\_\_\_

(Print Name of Authorized Signor)

Title: \_\_\_\_\_

(Print Title)

Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

<b>FOR DISTRICT USE ONLY</b>	
<b>Approval of Contract Award</b>	
By: _____	Contract No.: _____
Title: _____	Effective Date: _____

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

**17. CONTRACT AWARD NOTIFICATION**

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

**All Bidders must provide the following required information:** name, address, telephone number, fax number, and business email address of the person designated to receive such notice on behalf of the Bidder (if different from Page 13).

**Name of Firm:** \_\_\_\_\_

**Name of Contact:** \_\_\_\_\_  
(Please Print)

**Address:** \_\_\_\_\_

\_\_\_\_\_  
**City** **State** **Zip Code**

**Email Address:** \_\_\_\_\_  
(Required)

**Telephone:** \_\_\_\_\_

**Fax number:** \_\_\_\_\_

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## **18. FILING OF PROTESTS**

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

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

All protests shall be filed in writing with the Chief Procurement Officer, Los Angeles Unified School District, 333 South Beaudry Ave 28th Floor, Los Angeles, CA 90017. **No other location shall be acceptable.** The protest shall, at a minimum, contain the following:

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

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

**SECTION II**

**B. SPECIFIC BID CONDITIONS / CERTIFICATIONS  
Compliance with LAUSD Ethics and Integrity Standards**

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

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

**1. ETHICS AGREEMENT**

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

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

**SENIOR EXECUTIVE RESPONSIBLE FOR YOUR ORGANIZATION’S ETHICS AND INTEGRITY:**

_____ NAME OF RESPONSIBLE SENIOR OFFICER	_____ POSITION TITLE	_____ PHONE NUMBER
_____ SIGNATURE OF RESPONSIBLE SENIOR OFFICER	_____ DATE	_____ E-MAIL ADDRESS

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

<p>A. MY ORGANIZATION TAKES RESPONSIBILITY FOR ENSURING THAT EACH OF OUR REPRESENTATIVES, REGARDLESS OF POSITION, UNDERSTANDS AND COMPLIES WITH THE DUTIES AND REQUIREMENTS OUTLINED IN LAUSD'S CONTRACTOR CODE OF CONDUCT AND FOR ENSURING THAT WE ADHERE TO THE HIGHEST STANDARDS OF HONESTY AND INTEGRITY IN ALL OUR DEALINGS WITH AND/OR ON BEHALF OF LAUSD.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>B. MY ORGANIZATION HAS AN EFFECTIVE MANAGEMENT PROCESS IN PLACE TO ENSURE THAT THE BEHAVIOR, DECISIONS, AND ACTIONS OF OUR REPRESENTATIVES DEMONSTRATE THE LETTER AND SPIRIT OF LAUSD'S ETHICS AND INTEGRITY STANDARDS IN ALL PHASES OF ANY RELATIONSHIP WITH LAUSD.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>C. DESCRIBE BRIEFLY THE SCOPE OF YOUR ORGANIZATION'S EFFORTS TO MANAGE FOR AND ASSURE ETHICAL CONDUCT; ATTACH AN ADDITIONAL SHEET OF PAPER IF NECESSARY:</p>		
<p>D. BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL EXERCISE CAUTION AT ALL TIMES TO ENSURE THAT OUR CONDUCT AVOIDS EVEN THE APPEARANCE OF IMPROPRIETY OR MISREPRESENTATION. WE WILL BE PROACTIVE IN ASKING QUESTIONS AND SEEK FORMAL GUIDANCE FROM LAUSD WHENEVER THERE IS A DOUBT ABOUT HOW TO PROCEED IN AN ETHICAL MANNER.</p>	<div style="border: 1px solid black; width: 80px; height: 43px;"></div>	

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

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

<p>A. MY ORGANIZATION AND OUR REPRESENTATIVES DEMONSTRATE A RECORD OF INTEGRITY AND BUSINESS ETHICS IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, DIRECTIVES AND REGULATIONS AS WELL AS THE POLICIES AND REQUIREMENTS ESTABLISHED BY LAUSD.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>B. MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A CRIMINAL INVESTIGATION, INDICTMENT, CONVICTION, JUDGMENT, INJUNCTION, OR A GRANT OF IMMUNITY, INCLUDING PENDING ACTIONS, FOR BRIBERY, EMBEZZLEMENT, EXTORTION, FALSIFICATION, FORGERY, MAKING FALSE STATEMENTS OR, ANY OTHER BUSINESS OR ETHICS RELATED CONDUCT CONSTITUTING A CRIMINAL OFFENSE UNDER FEDERAL, STATE OR LOCAL LAW WITHIN THE LAST SEVEN (7) YEARS.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>C. MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A FEDERAL, STATE, LOCAL GOVERNMENT, OR LAUSD SUSPENSION, DEBARMENT, ADMINISTRATIVE AGREEMENT, DENIAL OF CONTRACT AWARD, DECLARATION OF INELIGIBILITY, OR BID REJECTION, INCLUDING PENDING ACTIONS, FOR NON-RESPONSIBILITY WITHIN THE LAST SEVEN (7) YEARS.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>D. MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A FEDERAL, STATE, LOCAL GOVERNMENT, OR LAUSD ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE, RESTITUTION, CONTRACT SUSPENSION, OR TERMINATION FOR CAUSE, INCLUDING PENDING ACTIONS WITHIN THE LAST SEVEN (7) YEARS.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>E. MY ORGANIZATION, INCLUDING ANY SUBSIDIARY OR PREDECESSOR COMPANY OR ENTITY UNDER A DIFFERENT BUSINESS NAME, HAS NOT BEEN THE SUBJECT OF A BANKRUPTCY PROCEEDING, INCLUDING ANY PENDING BANKRUPTCY PROCEEDINGS WITHIN THE PAST SEVEN (7) YEARS.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>F. MY ORGANIZATION HAS THE FINANCIAL RESOURCES AND MANAGEMENT CAPACITY NECESSARY TO FULFILL THE REQUIREMENTS OF OUR PROPOSED CONTRACT WITH LAUSD.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>G. MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT, TO OUR KNOWLEDGE, BEEN THE SUBJECT OF A POOR PERFORMANCE COMPLAINT, CONFLICT OF INTEREST CONCERN, OR OTHER ETHICS INQUIRY AT LAUSD.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>H. BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL BE PROACTIVE IN DISCLOSING TO LAUSD ANY ISSUES CONCERNING OUR RESPONSIBILITY, SO THAT THE APPROPRIATE ACTIONS CAN BE TAKEN TO AVOID IMPACT TO THE PRODUCTS OR SERVICES WE WILL DELIVER TO LAUSD.</p>	<div style="border: 1px solid black; width: 80px; height: 43px;"></div>	

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

<p>A. MY ORGANIZATION AND OUR REPRESENTATIVES WILL MAINTAIN A CONE OF SILENCE AND AVOID ALL PROHIBITED COMMUNICATIONS WITH LAUSD OFFICIALS DURING THE REQUIRED TIMES OF LAUSD'S CONTRACTING PROCESS. WE WILL NOT REQUEST OR ACCEPT – EITHER DIRECTLY OR INDIRECTLY – ANY PROTECTED INFORMATION REGARDING PRESENT OR FUTURE CONTRACTS BEFORE THE INFORMATION IS MADE PUBLICLY AVAILABLE AT THE SAME TIME AND IN THE SAME FORM TO ALL OTHER POTENTIAL BIDDERS.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>B. MY ORGANIZATION AND OUR REPRESENTATIVES WILL PROTECT THE CONFIDENTIALITY OF ALL INFORMATION GARNERED THROUGH THE CONTRACTING PROCESS AND OUR WORK WITH LAUSD. WE UNDERSTAND THAT USING SUCH INFORMATION, DIRECTLY OR INDIRECTLY, FOR PERSONAL, FINANCIAL OR OTHER PRIVATE INTERESTS IS STRICTLY PROHIBITED.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>C. MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT PARTICIPATED IN <u>ANY</u> ASPECT OF DEVELOPING THE SCOPE OF WORK, SOLICITATION DOCUMENTS, TECHNICAL SPECIFICATIONS, EVALUATION CRITERIA, PROCUREMENT CONSIDERATIONS, OR OTHER CONTRACTUAL INSTRUMENTS FOR THIS CONTRACT.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>D. MY ORGANIZATION AND OUR REPRESENTATIVES KNOW OF NO LAUSD OFFICIAL WITH AN ECONOMIC INTEREST IN OUR ORGANIZATION OR OUR REPRESENTATIVES WHO HAS PARTICIPATED IN <u>ANY</u> ASPECT OF THIS CONTRACT. WE KNOW THAT AN ECONOMIC INTEREST EXISTS WHENEVER AN OFFICIAL, HIS OR HER SPOUSE, AND ANY DEPENDENT CHILDREN HAS A DIRECT OR INDIRECT FINANCIAL INTEREST OR LIABILITY IN EXCESS OF \$1000 IN AN ENTITY; HAS RECEIVED INCOME WITHIN THE PAST 12 MONTHS FROM THE ENTITY; HAS SERVED AS AN OFFICER, DIRECTOR, COMMITTEE MEMBER OR AN EMPLOYEE OF THE ENTITY (EVEN IN AN UNPAID CAPACITY); OR HAS RECEIVED A GIFT FROM AN ENTITY OVER LAUSD'S GIFT LIMIT.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>E. BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL ABIDE BY ALL THE INTEGRITY REQUIREMENTS OF LAUSD'S CONTRACTING PROCESS. WE WILL BE CAUTIOUS TO AVOID ANY ACTIONS THAT COULD BE SAID TO INTERFERE WITH AN OPEN AND UNIFORM CONTRACTING PROCESS.</p>	<div style="border: 1px solid black; width: 100%; height: 100%;"></div>	

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

<p>A. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT BUSINESS WITH OR ON BEHALF OF LAUSD IN A MANNER THAT WOULD BE REASONABLY KNOWN TO CREATE OR LEAD TO A PERCEPTION OF SELF-DEALING.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>B. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT BUSINESS WITH ANY LAUSD OFFICIAL* WHO HAS AN ECONOMIC INTEREST IN OUR ORGANIZATION OR OUR REPRESENTATIVES. WE UNDERSTAND THAT DOING SO COULD VIOLATE GOVERNMENT CODE SECTION 1090 AND RESULT IN A VOID CONTRACT IN WHICH WE MAY OWE RESTITUTION TO LAUSD.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>C. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT MAKE OR PARTICIPATE IN THE MAKING OF LAUSD DECISIONS WHEN OUR PERSONAL FINANCIAL INTERESTS CAN BE AFFECTED.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>D. MY ORGANIZATION WILL NOT ALLOW ANY OF OUR REPRESENTATIVES TO CONDUCT BUSINESS DIRECTLY WITH ANY LAUSD OFFICIAL WHO IS A CLOSE RELATIVE OR COHABITANT, OR WITH WHOM THERE IS A CLOSE ECONOMIC ASSOCIATION. WE UNDERSTAND THAT ANY TIME THERE IS A CLOSE FAMILY OR PERSONAL RELATIONSHIP INVOLVED BETWEEN OUR REPRESENTATIVES AND AN LAUSD OFFICIAL WHO IS INVOLVED IN THIS WORK OR WHO HAS OVERSIGHT, WE MUST WORK WITH LAUSD TO IMPLEMENT THE NECESSARY SAFEGUARDS.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>E. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT WORK ON BEHALF OF ANOTHER CLIENT ON A MATTER THAT WOULD BE REASONABLY SEEN AS IN CONFLICT WITH WORK PERFORMED FOR LAUSD.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>F. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT BEGIN ANY PROSPECTIVE EMPLOYMENT OR CONSULTING DISCUSSIONS WITH ANY CURRENT LAUSD OFFICIAL WITHOUT IMPLEMENTING THE NECESSARY SAFEGUARDS ESTABLISHED BY STATE LAW AND LAUSD SINCE AN OFFER OF COMPENSATION CAN CREATE A CONFLICT.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>G. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT GIVE ANY GIFTS OR PERSONAL BENEFITS A) TO ANY LAUSD PROCUREMENT OFFICIAL, B) TO ANY LAUSD OFFICIAL IN EXCESS OF LAUSD'S ESTABLISHED GIFT LIMIT, OR C) TO ANY LAUSD OFFICIAL WITHOUT THE REQUIRED DISCLOSURE, IF DISCLOSURE IS REQUIRED.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>H. BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL BE PROACTIVE IN DISCLOSING IN WRITING ALL POTENTIAL OR ACTUAL CONFLICTS, ON AN ONGOING BASIS, TO THE LAUSD OFFICIALS DESIGNATED IN THE CODE, SO THAT ANY CONFLICTS CAN BE APPROPRIATELY REMEDIED.</p>	<div style="border: 1px solid black; width: 100%; height: 100%;"></div>	

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

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

For each "No" answer below, attach an additional sheet of paper with the heading "Revolving Door Restrictions" and provide an explanation that is brief, concise, and to the point which gives: 1) a description of the situation and the full name of the current or former LAUSD official(s) involved, 2) employment dates with LAUSD, 3) LAUSD position title(s) held with department(s) worked, 4) position title(s) held for your organization, 5) a detailed scope of responsibilities and services being performed for your organization, and 6) time period(s) your organization or representatives has compensated the official.

<p>A. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT LAUSD OFFICIAL TO LOBBY LAUSD, NOR WILL WE COMPENSATE ANY FORMER LAUSD OFFICIAL TO LOBBY LAUSD BEFORE A ONE (1) YEAR PERIOD HAS ELAPSED FROM THAT OFFICIAL'S LAST DATE OF EMPLOYMENT WITH LAUSD. WE UNDERSTAND THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION-MAKING, INCLUDING MARKETING EFFORTS.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>B. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO WORK ON A MATTER THAT THE OFFICIAL HAS BEEN PERSONALLY AND SUBSTANTIALLY INVOLVED WITH IN THE PRECEDING 12 MONTHS.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>C. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO PERFORM ANY SERVICES ON A CONTRACT THAT THE OFFICIAL HAS SUBSTANTIALLY PARTICIPATED IN WITHIN THE PRECEDING TWO (2) YEARS.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>D. MY ORGANIZATION WILL ENSURE THAT ANY REPRESENTATIVE WHO IS CONTRACTED TO ACT IN THE CAPACITY OF AN LAUSD OFFICIAL WILL DISQUALIFY HIMSELF OR HERSELF FROM MAKING ANY GOVERNMENTAL DECISIONS FOR LAUSD RELATING TO A PRIVATE SECTOR INTEREST, INCLUDING MATTERS INVOLVING OUR ORGANIZATION, UNTIL A ONE (1) YEAR PERIOD HAS ELAPSED FROM THE TIME THE INTEREST HAS BEEN DISPOSED OR SEVERED.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>E. DESCRIBE BRIEFLY THE INTERNAL SAFEGUARDS YOUR ORGANIZATION HAS PUT IN PLACE TO PRESERVE LAUSD'S COOLING PERIOD RESTRICTIONS:</p>		
<p>F. BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL UPHOLD ALL THE PROVISIONS OF LAUSD'S REVOLVING DOOR COOLING PERIOD RESTRICTIONS. WE RESPECT THE NEED FOR PUBLIC AGENCIES TO ENSURE THAT NO UNFAIR COMPETITIVE ADVANTAGE IS EXTENDED DUE TO THE HIRING OF CURRENT OR FORMER PUBLIC OFFICIALS.</p>		<div style="border: 1px solid black; width: 80px; height: 60px; margin: auto;"></div>

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

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



**Lobbying Disclosure**

E. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT ENGAGE IN ANY LAUSD LOBBYING ACTIVITIES WITHOUT THE APPROPRIATE REGISTRATION AND DISCLOSURE THROUGH LAUSD’S ETHICS OFFICE WEBSITE <a href="https://achieve.lausd.net/ethics">https://achieve.lausd.net/ethics</a> . WE UNDERSTAND THAT UNDER LAUSD’S LOBBYING DISCLOSURE CODE, REGISTRATION IS REQUIRED IF WE ARE PAID BY A CLIENT TO LOBBY LAUSD, OR IF WE WILL SPEND MORE THAN \$10,000 THIS YEAR TO LOBBY LAUSD ON OUR OWN BEHALF. WE KNOW THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION, INCLUDING MARKETING AND PROMOTIONAL EFFORTS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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**State-Mandated Statement of Economic Interests**  
*(for professional services contracts only)*

F. MY ORGANIZATION AND OUR REPRESENTATIVES WILL ABIDE BY THE FINANCIAL DISCLOSURE REQUIREMENTS OF CALIFORNIA’S POLITICAL REFORM ACT WHICH REQUIRES INDIVIDUAL CONTRACTORS AND THEIR REPRESENTATIVES TO DISCLOSE ECONOMIC INTERESTS THAT COULD BE FORESEEABLY AFFECTED BY THEIR EXERCISE OF CONTRACTUAL DUTIES.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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**If the answer is “No” below, attach an additional sheet of paper with the heading “State-Mandated Statement of Economic Interests” and provide the following: 1) the full name of each of your representatives who will make governmental decisions or participate in the making of governmental decisions for LAUSD in this contract, 2) a detailed scope of the responsibilities and services each individual will provide to LAUSD, and 3) a valid e-mail address for each representative. Before a contract is executed, these individuals will have to complete a Statement of Economic Interests which can be downloaded from: <https://achieve.lausd.net/ethics> .**

G. MY ORGANIZATION AND OUR REPRESENTATIVES WILL <u>NOT</u> BE INVOLVED IN PERFORMING ANY ACTIVITIES OR DECISION-MAKING FOR LAUSD IN THIS CONTRACT SUCH AS: OBLIGATING LAUSD TO A COURSE OF ACTION; APPROVING PLANS, DESIGNS, REPORTS OR STUDIES FOR LAUSD; ADOPTING POLICIES, STANDARDS AND GUIDELINES FOR ANY SUBDIVISION OF LAUSD; AUTHORIZING LAUSD TO ENTER INTO, MODIFY, OR RENEW A CONTRACT; NEGOTIATING ON BEHALF OF LAUSD; ADVISING OR MAKING RECOMMENDATIONS TO LAUSD DECISION-MAKERS; CONDUCTING RESEARCH OF INVESTIGATIONS FOR LAUSD; PREPARING A REPORT OR ANALYSIS THAT REQUIRES AN EXERCISE IN JUDGMENT OR PERFORMING DUTIES SIMILAR TO AN LAUSD STAFF POSITION WHICH IS ALREADY DESIGNATED AS A FILER POSITION IN LAUSD’S CONFLICT OF INTEREST CODE.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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H. <b>BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL UPHOLD ALL OUR PUBLIC DISCLOSURE OBLIGATIONS WITH LAUSD. WE UNDERSTAND THAT PROVIDING TRANSPARENCY HELPS TO ENSURE GREATER ACCOUNTABILITY AND PUBLIC TRUST.</b>	<div style="border: 1px solid black; width: 100%; height: 40px;"></div>
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**8. TRUST-BUILDING PRACTICES** *(PLEASE COMPLETE EACH LINE BELOW):*

A. MY ORGANIZATION AND OUR REPRESENTATIVES WILL ADVISE LAUSD OF ANY CHANGE IN THE OWNERSHIP OR OPERATIONAL AND MANAGERIAL CONTROL OF OUR ORGANIZATION WITHIN 10 BUSINESS DAYS OF SUCH CHANGE.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT ENGAGE IN POLITICAL SUPPORT AND ACTIVITIES ON LAUSD TIME OR WITH LAUSD RESOURCES UNLESS WE HAVE BEEN RETAINED BY LAUSD TO SPECIFICALLY ENGAGE IN THOSE ACTIVITIES. WE UNDERSTAND THAT LAUSD RESOURCES INCLUDE: TIME, PROPERTY, SUPPLIES, SERVICES, CONSUMABLES, EQUIPMENT, TECHNOLOGY, INTELLECTUAL PROPERTY, AND INFORMATION	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT SUBMIT ANY FALSE CLAIMS FOR PAYMENT TO LAUSD, AND WE WILL NOT MAKE ANY SUBSTITUTION FOR GOODS, SERVICES OR TALENT THAT DO NOT MEET CONTRACT SPECIFICATIONS WITHOUT PRIOR WRITTEN APPROVAL BY LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT USE LAUSD ASSETS AND RESOURCES FOR PURPOSES WHICH DO NOT SUPPORT LAUSD’S WORK. WE UNDERSTAND THAT LAUSD ASSETS INCLUDE: TIME, PROPERTY, SUPPLIES, SERVICES, CONSUMABLES, EQUIPMENT, TECHNOLOGY, INTELLECTUAL PROPERTY, AND INFORMATION.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT USE LAUSD NAMES AND MARKS, OR SUGGEST ANY LAUSD ENDORSEMENT IN ANY WAY, WITHOUT THE APPROPRIATE WRITTEN LAUSD APPROVAL.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
F. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT LET ANY SUSPECTED VIOLATIONS OF LAUSD’S CONTRACTOR CODE OF CONDUCT GO UNADDRESSED. WE UNDERSTAND THAT GOOD FAITH REPORTING OF SUSPECTED VIOLATIONS TO LAUSD’S OFFICE OF THE INSPECTOR GENERAL IS ENCOURAGED.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
G. <b>BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL ENSURE ETHICAL AND RESPONSIBLE USE OF PUBLIC TAX DOLLARS FOR MAXIMUM STUDENT BENEFIT BY COMMITTING TO TRUST-BUILDING PRACTICES AND BY PROVIDING EXCELLENCE, HIGH QUALITY, INNOVATION AND COST EFFECTIVENESS IN THE PRODUCTS AND SERVICES WE WILL DELIVER TO LAUSD.</b>	<div style="border: 1px solid black; width: 100%; height: 40px;"></div>	

*To ensure your compliance with LAUSD’s disclosure obligations, please verify that all necessary attachments are included. Thank you for your commitment to helping LAUSD ensure ethical conduct, public integrity and responsible use of scarce tax dollars.*

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

### **a. DISTRICT POLICY**

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

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

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

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

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

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

### **b. COMPLIANCE CERTIFICATION**

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

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

**For any award made under this bid:**

1. The Bidder/Contractor and its subcontractors certify that all goods and/or services will be manufactured, supplied, and/or provided in compliance with the applicable labor laws and non-poverty wage standards of the country or countries of origin, **and**,
2. The Bidder/Contractor and its subcontractors will abide by **all** other provisions of the District's Sweat-Free Procurement Policy, as outlined on the previous page (Section II.B, Item #9 a), **and**,
3. Should the District find that the Bidder/Contractor, or any of its subcontractors, is in violation of the aforementioned laws/provisions, the Contractor shall be subjected to the consequences for violation, which may include, but not be limited to, agreed upon liquidated damages, contract termination, vendor default, and/or debarment action being taken, **and**,
4. If the Bidder/Contractor is unable to certify to any of the statements in this certification, the Bidder agrees to attach an explanation to its bid.

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

1. That I have read and understand the District's *Sweat Free Procurement Policy* (Item #9 a) which is incorporated and made part of this certification, **and**,
2. That should an award be made, all goods and/or services provided by the Contractor and its subcontractors will be in compliance with the District's Sweat Free Procurement Policy.

Name of Firm: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

Dated this: \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

**Bidder (firm's) Name:** \_\_\_\_\_

**Subcontractor/Supplier:** \_\_\_\_\_

**10. POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM**

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

**1. Name of Bidder (Contractor) (Prime)**

\_\_\_\_\_  
Principal/Contractor

\_\_\_\_\_  
Contact Name and Telephone No.

\_\_\_\_\_  
Partners/Officers/Stockholders

\_\_\_\_\_  
Partners/Officers/Stockholders

\_\_\_\_\_  
Parent Company (if any)

\_\_\_\_\_  
Partners/Officers/Subsidiaries

\_\_\_\_\_  
Subsidiaries (if any)

\_\_\_\_\_  
Partners/Officers Stockholders

**2. NAME OF SUBCONTRACTOR NO.1**

\_\_\_\_\_  
Principal/Contractor

\_\_\_\_\_  
Contact Name and Telephone No.

\_\_\_\_\_  
Partners/Officers/Stockholders

**NAME OF SUBCONTRACTOR NO.2**

\_\_\_\_\_  
Principal/Contractor

\_\_\_\_\_  
Contact Name and Telephone No.

\_\_\_\_\_  
Partners/Officers/Stockholders

**NAME OF SUBCONTRACTOR NO. 3**

\_\_\_\_\_  
Principal/Contractor

\_\_\_\_\_  
Contact Name and Telephone No.

\_\_\_\_\_  
Partners/Officers/Stockholders

**10. POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM- continued**

**A. CONFLICT OF INTEREST**

1. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach of this warranty, or violation of any other prohibition in this Article, the District shall have the right to terminate the Contract for failure of Contractor to fulfill its Contract obligations.
2. Contractor agrees that, for the term of the Contract, no member, officer, or employee of the District, or of a local public body during their employment and for one (1) year thereafter, shall have any interest, direct or indirect, in the Contract, or to any benefit arising thereof as prohibited by Government Code § 1090 and 87100.
3. The employment by Contractor of personnel on the payroll of the District for the performance of Work under the Contract will not be permitted, even though such employment may be outside of the employee's regular working hours or on Saturdays, Sundays, holidays, or vacation time. The employment by the Contractor of personnel who have been on the District payroll within one (1) year prior to the date of Contract award, where such employment is caused by and/or dependent upon Contractor securing the Contract or a related Contract with the District, is also prohibited.
4. Neither the Contractor nor its employees nor its Subcontractors or their employees shall give or offer to give any campaign contribution to any member of the District in violation of Government Code Section 84308.
5. The Contractor shall not be permitted to participate in any capacity in Contracts, Subcontracts or proposals (solicited or unsolicited) which may arise from its performance under the Contract and from any solicitations relating to the Project.

**B. COVENANT AGAINST CONTINGENT FEES**

1. The Contractor warrants that no person or Authorized Representative has been specifically employed or retained to solicit or obtain the Contract in exchange for a contingent fee, except a bona fide employee or Agent. A breach or violation of this warranty shall be considered a breach of Contract pursuant to the Article entitled TERMINATION FOR DEFAULT herein. In addition to any rights and remedies otherwise provided for in the contract, by law, the District may deduct from the Total Contract Price or considerations, or otherwise recover, the full amount of the contingent fee.
2. "Bona fide Agent", as used in this Article, means an established commercial or selling entity that is maintained by the Contractor for the sole purpose of securing business and that neither exerts nor proposes to exert improper influence to solicit or obtain District Contract(s) nor holds itself out as being able to obtain any District Contract(s) through improper influence.

**10. POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM- continued**

**B. COVENANT AGAINST CONTINGENT FEES-continued**

3. "Bona fide employee", as used in this Article, means a person who is employed by the Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance and who neither exerts nor proposes to exert improper influence to solicit or obtain District Contract(s) nor holds itself out as being able to obtain any District Contract(s) through improper influence.
4. "Contingent fee", as used in this Article, means any commission, percentage, or other sum that is payable only upon success in securing a District Contract.
5. "Improper influence", as used in this Article, means any influence that induces or tends to induce a District employee, officer, Contractor, Subcontractor, Authorized Representative, or Consultant to give consideration or to act regarding a District Contract on any basis other than the merits of the matter.

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

Bidder (Company) Name: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**THIS SPACE LEFT INTENTIONALLY BLANK**

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

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

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

- a. Are not presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded by any Federal department or agency;
- b. Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph b. (above) of this certification; and
- d. Have not within a three-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

**Name of Firm:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**(Signature)**

**By:** \_\_\_\_\_  
**(Print Name)**

**Title:** \_\_\_\_\_

**Dated this** \_\_\_\_\_ **Day of** \_\_\_\_\_, **20** \_\_\_\_\_

## SECTION II

### C. GENERAL SPECIFICATIONS

#### SCOPE OF CONTRACT (DEVICE)

The scope of the contract is to provide for the purchase of new computer systems and related equipment (no refurbished, reconditioned, "open box," or gray market systems) on an "as-requested" (through issuance of a purchase order) and/or "as-scheduled" (delivery as directed) basis for delivery to integrator.

All computer systems provided under this contract must: (1) be commercially and readily available for purchase; (2) have the ability to obtain information from BIOS, SMBIOS, WMI (Windows Management Instruction), and/or SNMP, during network and desktop scans, using an Auto Discovery Tools (IND/IDD); (3) all computers and components must be on the current Microsoft Hardware Compatibility List (HCL).

Contracted items shall be in accordance with all the Terms and Conditions set forth herein; including adherence to the Specifications listed below. **The "Percentage Discount," and "Unit Cost" bid in the "Rate Schedule Section, Section III must include the following requirements:**

#### GENERAL REQUIREMENTS

##### 1. DELIVERY REQUIREMENTS AND LOCATIONS

All items/services ordered in this contract (equipment/services inclusive) shall be delivered directly to the District location specified by the District by issuance of individual purchase orders. Delivery shall be F.O.B. Destination (inside plant), inside a District building as directed by individual school/office personnel.

##### a) DELIVERY REQUIREMENTS AND LOCATIONS

The Contractor will be provided a map showing the District's schools and offices for reference. All locations may require service under this contract. The geographic area requiring delivery encompasses approximately 708 square miles. The Contractor is to refer to the map for verification of District boundaries/locations that may require delivery. Discounts/costs indicated in the "Rate Schedule Section" shall reflect delivery to any location within those boundaries.

Unless otherwise specified, the Contractor shall be responsible for delivery (FOB Destination) in any quantities and shall pay all costs associated with: drayage, freight, insurance, pallets, packaging, any special equipment needed for delivery, etc. No separate charges for the preceding will be allowed nor paid by the District.

Delivery may be made at the Contractor's option, either directly by the Contractor or by Common Carrier. In either case, the Contractor shall be responsible to arrange for the equipment to be delivered "onsite"/"inside" as directed by the Site Representative. It shall be the Contractor's responsibility to schedule and coordinate with each individual ordering location the delivery as instructed in the purchase order. The Contractor shall contact the location a minimum of two (2) days prior to delivery to arrange for personnel to be available to receive any large orders. It shall be the Contractor's responsibility to have the necessary manpower/equipment to unload the truck and deliver "inside."



**1. DELIVERY REQUIREMENTS AND LOCATIONS - continued**

a) DELIVERY REQUIREMENTS AND LOCATIONS -continued

Delivery shall be within two (2) weeks from the time the computer(s) are accepted from authorized District contacted the device vendor(s) or within two (2) weeks from release date of DAR (delivery as requested) requirement as indicated in the purchase orders for large quantity orders.

Orders placed during construction, at the end of the school year or for new school openings may require additional staging/holding of orders due to summer breaks or conflicts with the school's ability to receive orders as originally scheduled. Contractor shall allow for such delivery delays.

b) ORDERING PROCEDURES

The items/services specified in this contract will be ordered by issuance of individual purchase order(s) throughout the life of this agreement. The Contractor shall not deliver any product to integrator without the prior issuance of an official "District Purchase Order."

c) Some purchase orders may include a "delivery as requested" (DAR) provision to allow the scheduling and arrival of the items to match scheduled installation dates for large orders. Delivery, special instructions, invoicing, delivery date, etc. should be adhered to as instructed in each individual purchase order.

d) The Contractor shall maintain a Los Angeles area warehouse facility for the performance of tasks identified in Section II.D Integration Services. This warehouse shall have the capacity stage and/or store up to 3000 packaged computer systems prior to install with sufficient areas for the performance of tasks such as engraving, hard drive imaging, testing, and pre-loading of software. Contractor shall have 30 calendar days. after Board approval to establish a local warehouse capability.

**2. AVAILABILITY OF MATERIALS**

The District may purchase, from any source, essential material to support the Data Center operational activities for the Information Technology Division, when the Contractor does not have the necessary material immediately available or as deemed necessary by the District.

**3. PREFERENTIAL PRICING**

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

**4. PACKAGING AND IDENTIFICATION**

- a. Packaging:** Items shall be packaged sufficiently to protect them from damage during transit. Items which are repacked and delivered in a quantity less than a full case shall be clearly marked as such and if being delivered on a pallet shall be stacked at the top of the delivery.
- b. Packing Slip:** Shall clearly show the District Purchase order number, District SKU number, quantity delivered, and description.
- c. If Not Properly Packaged:** deliveries may be rejected, and all costs (return and re-delivery) shall be at the Contractor's expense

**5. PRODUCT SUBSTITUTION/MANUFACTURER'S BRAND CHANGE**

**This contract does NOT allow for product substitutions without written authorization by an Authorized District Representative.**

Only the manufacturer's brand listed in the Rate Schedule Section will be accepted during the contract period, under this contract agreement. If, during the course of the Contract, there is a manufacturer's brand change, the Contractor/Manufacturer representative shall not automatically substitute product. The Contractor shall notify the District if the listed brand can no longer be provided. The Contractor shall not substitute any product without prior written authorization from the District's authorized representative

Contractor shall submit specifications, brochures and/or a sample (upon request) for approval prior to any future shipment.

If the new brand is accepted, all other terms, conditions and prices shall remain in effect. No substitutions shall be made without prior written permission by the District.

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

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

**It is specifically provided and agreed that time shall be of the essence with regard to the Contract performance requirement.** Unacceptable performance may include but not be limited to: late/non deliveries, partial deliveries, delivery of wrong material or products not meeting specification, giving wrong prices, invoicing problems, consistent negative feedback on survey responses, etc.

**7. LIQUIDATED DAMAGES**

If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the Contractor shall, in place of actual damages, pay to the District as fixed, agreed, and liquidated damages for each calendar day of delay the sum of \$100.00 per day.

**7. LIQUIDATED DAMAGES - continued**

The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Termination for Default clause in this contract.

**8. INSURANCE REQUIREMENTS**

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

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

Includes both bodily injury and property damage.

\$1,000,000 per occurrence

\$ 100,000 fire damage

\$ 5,000 medical expenses

\$1,000,000 personal and advertisement injury

\$3,000,000 general aggregate

\$3,000,000 products/completed operation aggregate

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

Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1,000,000 per occurrence.

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

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

Part A – Statutory limits

Part B Employers Liability -- \$1,000,000/\$1,000,000/\$1,000,000

Exemption: Sole proprietors with no employees are exempt from providing WC Coverage. Contractors meeting this exemption requirement must sign a District Workers' Compensation Waiver Statement.

**d.** Any deductibles or Self-Insured Retentions (SIR) shall be declared in writing, and all deductibles and retentions above \$100,000 require District approval.

**e.** Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal/cancellation notice provision. The Commercial General and Automobile Liability policies referred to in clauses A and B above shall name the District and the Board of Education as additional insured. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this contract at no additional charge.

**9. SAFETY**

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

**10. ASSIGNMENT/FINANCING**

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, including the right to receive payment, burdens, duties, or obligations without the prior written consent of the District and the surety on the Contract bonds (if applicable). The District's standard assignment form shall be used for any assignment requested by the Contractor and granted by the District.

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

**11. MANUFACTURER'S WARRANTY**

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

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

**12. MANUFACTURER'S RELATED HARDWARE AND SOFTWARE (3RD PARTY)**

The District reserves the right, but is not required, to acquire equipment not specifically identified within this bid, but offered by the bidder through submission of its bid offer, at the percentage discount off of the manufacturer's price list. Purchases for manufacturer's related hardware and software shall not exceed the existing state formal competitive bid limit at the time of the issuance of the purchase order or ten percent (10%) of the value of the purchase order, whichever is lower.

**13. TECHNICAL SUPPORT**

The Contractor shall provide a toll-free technical support phone number, at no additional cost, to the District. The technical support hot-line shall be staffed with live operators and technicians to respond to service requests from District schools and offices. No remote diagnosis and/or troubleshooting is to be performed. The technical support hot-line shall be answered within thirty

(30) seconds from the initial ring and callers must not be put on hold longer than thirty (30) seconds. Constant delayed responses, no answers, holds, or non-resolution of service requests constitutes a breach of contract and may be grounds for the initiation of default proceedings by the District against the Contractor.

**13. TECHNICAL SUPPORT - continued**

In addition, the vendor will provide an electronic method to report warranty repairs using the District's provided service tracking system (currently BMC Helix ITSM). District staff will gather the required information needed by the vendor to open a warranty request from the reporting person. The 24-hour service requirement (repair or replace) will begin when the District places the service request into the tracking system.

Voicemail, message taking services, clerical staff, or other non-technically qualified personnel are not acceptable means of providing technical support to the District.

**14. RESPONSE TIME**

The Contractor shall provide a 24-hour repair or replace response. Live operators must be available to answer service related calls during the Prime Period of Maintenance (PPM) Monday through Friday, from 7:00 am to 6:00 pm. (Pacific time) During the PPM hours, a technician must be dispatched to respond to the service call onsite within the next business day from receipt of the call for service. If the problem cannot be resolved, an equivalent replacement unit must be delivered and installed in the same location within 24 hours from the time of receipt of the original service call.

This "response time" (repair or replace) provision shall be strictly adhered to by the Contractor for the one (1) to five (5) year warranty period and any optional periods thereafter.

**15. FCC AND UL APPROVAL**

Motherboards used to manufacture the desktop, mobile computers, and tablet computing systems provided under this contract must be FCC approved, and the power supplies must be Underwriter Laboratories listed.

Complete systems must be submitted to the FCC for evaluation and certification, or self-certified (declaration of compliance) in accordance with guidelines established by the FCC for self-certification. FCC and UL or self-certification labeling must be affixed to the back of each system.

Systems without FCC and UL approval or declaration of compliance statements and labels will be considered non-compliant and will be rejected. Desktop, mobile and tablet computing systems must be FCC Class B certified or self-certified. Server systems must be FCC Class A certified or self-certified.

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**16. EXTENDED WARRANTY PROVISION**

Contractor shall provide extended warranty with five (5) years of "onsite, 24-hour repair or replacement" warranty coverage for desktop computing system, three (3) years of "onsite, 24- hour repair or replacement" warranty coverage for Windows mobile and tablet computing system, and one (1) year of "onsite, 24-hour repair or replacement" warranty coverage for Chromebox and Chromebook computing systems. Any single computing system purchase of less than \$500 shall include a minimum of 1-year onsite, 24-hour repair or replacement warranty. The warranties will repair a malfunctioning system or replace said system with the same model or better within 24- hours ("next business day") of the service call. The computer will have the original (as shipped to the school or office), District-approved hard drive image installed on the computer when a repair or replacement is made. The warranty period shall commence on the date of delivery to the ordering entity. All costs associated in providing the onsite warranty shall be included in the unit cost resulting from the "Percentage Discount" off of the manufacturer's price list, as indicated in the Rate Schedule Section.

Extended warranty shall include replacement of computer keys and keyboards where the failure is not due to user abuse.

Replacement of systems under the warranty coverage will include Contractor providing Integrator in serial and asset tag numbers.

**17. TIME AND MATERIALS SERVICES**

Time and materials services may include but are not limited to: equipment repair, cable installation services through existing raceways or conduit facilities (excluding drilling, coring, cabling through dropped ceilings, or raised floors). Contractor shall perform required time and materials services and bill the District at the hourly rate prescribed in the Rate Schedule Section.

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## **18. PRICING**

- a. The District shall, for purposes of issuing purchase orders, apply the “Percentage Rate of Discount Off” (indicated in the Rate Schedule Section), the manufacturer’s latest “Price List”. (See below: Manufacturer’s Price Listing)
- b. The District shall issue purchase orders based upon current pricing. Should the cost of the items ordered be reduced between the time of purchase order issuance and the Contractor’s ordering, the District shall be entitled to the lower cost.
- c. Any price reductions, special offerings, sales or promotions occurring during the term of the contract, shall be passed on to the District as soon as they are announced by the Manufacturer and/or Contractor and shall be considered part of the contract. During the term of the contract, any reduction in cost of items to the District shall be automatically reflected in the next electronic data file update following the price reduction. The District reserves the right to audit as necessary to ensure that any and all reductions in item costs to the District are reflected in the pricing set for the District.
- d. The District shall request the Contractor to provide/confirm product availability and the Districts’ net cost through a system of individualized quotations. Either the Contract Administration Branch staff or the end user shall forward requests to the Contractor for verification of product and pricing. All quotations returned must identify the products/services to be provided by the manufacturer’s product number. Products identified solely by the Contractor’s internal numbering system will not be accepted. Note: requests for quotation shall not be construed as an “order” from the District. Only upon receipt of the District’s official purchase order shall any product/service be provided. Any shipment without such authorization/purchase order shall be made at the sole risk of the Contractor.

NOTE: The District maintains numerous contracts. It is very difficult to identify bid/contracts to which a specific catalog/price lists applies to if it is not identified when submitted.

## **19. MANUFACTURER’S PRICE LISTING**

### **a. HARD AND/OR ELECTRONIC COPY**

Contractor shall provide (at no charge to the District) two (2) copies (printed and/or electronic version) of the manufacturer’s current published price list(s) indicating available product and price listing upon award of contract and with any subsequent price list change (monthly at minimum). The Contractor is responsible for contacting the manufacturer to assure availability of price list(s). Items to be invoiced are to be based on listed prices effective on ordering (purchase order) date. Any change in prices and/or price list(s) shall not be effective until revised price list(s) are received by Procurement. Revised price listing and/or manufacturer’s catalogs should include:

COVER LETTER: To indicate Contractor’s name, contact person, phone number, number of copies, and Bid and Contract number.

EACH PRICE LIST: Label or stamp Contractor’s name, address and phone number. Write on cover in bold figures, “Contract Percentages Off Discount”.

## **19. MANUFACTURER'S PRICE LISTING – continued**

Send two (2) copies to: Los Angeles Unified School District  
Contract Administration Branch 8525 Rex Road  
Pico Rivera, CA 90660  
Attn: Leonardo de Leon

### **b. WEBSITE PRICE LISTING**

The Contractor shall also maintain the current pricing on a Web site for access by District personnel. The price listing should include at the minimum, both the "Original Manufacturer's Pricing" and the "District's Actual Net Discounted Cost". The manufacturer's price list, as well the District's net discounted cost, shall be updated immediately upon any change made by the manufacturer.

It is specifically understood that the District's General Terms and Conditions shall supersede any general terms and/or conditions which may be contained in the manufacturer's price list submitted as a part of this contract by the Contractor.

## **20. PERMITS AND LICENSES**

All work shall comply with the needs of the District. The Contractor and all of their operators shall secure and maintain in force such licenses as are required by city, county and state laws, ordinances, and regulations for this type of work. All operations and materials shall be in accordance with the laws prescribed for this purpose.

## **21. SPARE AND REPLACEMENT PARTS**

The District may be required to purchase spare and replacement parts not listed specifically on this contract. Such items shall be made available and priced with discounts representative of those items listed. Pricing shall be provided on an "individualized quotation basis."

## **22. REJECTION OF MERCHANDISE**

All products or services purchased under the contract are subject to approval by the District. Any product rejected because of nonconformity to the terms and specifications of this contract/individual purchase order will be returned to the Contractor. The Contractor shall assume all shipping costs for returned merchandise and/or reshipped merchandise when provided.

## **23. NEW PRODCUT/PRODUCT SPECIFICATION**

Product purchased under the terms of this contract shall be manufactured, packaged, and warranted by the indicated manufacturer. This contract shall cover the complete line of all indicated Manufacturer's products. All items delivered/sold to the District shall be new product and/or must be current production models. No pioneering or discontinued models shall be supplied unless otherwise approved by the District.

The Contractor shall guarantee that all products provided to the District are new, are the latest and most improved model of current production and are of first quality as to workmanship and materials used in said products. All modifications shall be made at the factory.

A new product is defined as a product that is made up of unused and genuine original parts. The District recognizes that some manufacturers' use a combination of new and reconditioned parts which have exactly the same guarantee of "new" parts.



## **24. SOFTWARE COMPATIBILITY AND INTEROPERABILITY**

LAUSD strives to use commercial off the shelf (COTS) software applications whenever available. In some instances, the District has customized these applications to meet its business and instructional needs. It is the Contractor's responsibility to work with software vendors and development organizations to assure that these applications work on the hardware and the operating system being sold by the Contractor to the District.

## **25. MANUFACTURER TIERING REQUIREMENT**

Due to the sheer size and purchasing volume of the District, and the geographic area which it serves, the District requires a Contractor(s) with adequate resources, infrastructure and financial strength to support its contracting needs with minimal risks. Therefore, the District requires the Bidder/Contractor to supply those products by Manufacturers who are identified within the "Magic Quadrant" as defined by The Gartner Group report titled "Magic Quadrant for Global Enterprise Desktops and Notebooks" dated November 17, 2014.

Additionally, manufacturers must have a top tier track record, in part evidenced by having been a consistent supplier of desktop, laptop, tablet and server (including thin-client) technology systems for business and instructional use over the last 5 years and must have successfully provided these systems, and related integration services, to at least 3 separate school districts with no fewer than 250,000 students and staffing of no less than 40,000.

Manufacturers of computer equipment as bid must have a locally-based K-12 Education Marketing Team. Manufacturer's breadth and depth of business must have a demonstrated strategic focus on the K-12 education market nationally, and, especially, in California.

The Manufacturer's financial stability must be strong, robust, and following an upward growth trend. The Manufacturer's annual computer equipment distribution volume for education must be 200,000 units or more to the K-12 education market.

## **26. BIDDER QUALIFICATIONS**

In order to be considered for an award, the Bidder shall meet the following requirements:

1. The Bidder shall be required to verify that they have been "In the Business" of providing this type of equipment/services in the education market for a minimum period of three (3) consecutive years.
2. The Bidder shall be required to verify that they are a "Certified Education Partner" and an "Authorized Warranty Repair Facility" in good standing with the manufacturer, at the time of bid closing.
3. The Bidder shall be required to provide the District with a "Statement of Support" from the manufacturer, verifying their support of product availability and/or warranty service in the fulfillment of this contract, with their bid submittal.
4. The Bidder shall be required to demonstrate the capabilities and functions of their Web site/page as related to the District's "Electronic Communication and Information Exchange Service" requirements. (See: Section I.I.C #27, "Electronic Communication and Information Exchange Service".) Bidder's Web site should be up and running at the time of bid closing for evaluation purposes.

## **27. ELECTRONIC COMMUNICATION AND INFORMATION EXCHANGE SERVICE**

The Contractor shall provide the District with an "Electronic Communication and Information Exchange Service" via the Internet. The Contractor shall maintain for the District's use, a Web site/page to provide such service. The Web site/page shall allow, at minimum, the following exchange of information:

1. Complete listing of the manufacturer's published product/price list including: product description (written as well as a product image) of equipment, supplies and services available, manufacturer's product numbers, manufacturer's published price/cost, District's net discounted cost and product availability. Information should preferably be updated on a daily basis, but not less than weekly.
2. Warranty period verification by entry of equipment serial number or by original purchase order number.
3. Status of pending order including acknowledgment of purchase order receipt, and/or shipping date, and/or back-order status, and review of complete purchase order.
4. Archival database (for District's asset management) of all serialized equipment sold to the District by P.O. number, location, serial number, etc.
5. Database of all/total purchases against the contract for purposes of identifying the dollar volume thresholds which may qualify the District for additional purchase discounts.
6. Inclusion of manufacturer's product updates, information and promotions.
7. Online Survey Form - Contractor shall include customer satisfaction survey (to be provided by District upon award of contract) regarding products and services provided under this contract.
8. Tracking (for reporting purposes) of all completed and open purchase orders. Reports to be sorted by various sorts, (i.e.) equipment type, location sold to, etc. Information should be available in both hard copy and electronic media according to the District's specified format. Reports, at minimum, should be provided on a monthly basis and cumulatively into a comprehensive year-end report.

## **28. EXCLUSION**

Section II.C #12 allows minimal or incidental purchases of manufacturer's related hardware and software, Contractors must adhere to all of the District's policies, procedures and guidelines for any software, components and/or equipment purchases. Prior approval from the Information Technology Division must be granted before any related hardware and software may be purchased against the awarded contract. Failure to comply may result in the termination of the awarded contract under the Termination for Default clause.

**29. TECHNOLOGY CLAUSE**

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

As new models are introduced in the product line, it is understood that the improved or enhanced products may supersede the existing product in both price and performance and yet be essentially similar. This solicitation seeks to address the rapid advances in technology by allowing functionally similar or identical model that may be introduced in the future, during the term of the contract, to be included in the general umbrella of compatible products and are thus specifically included in this solicitation and shall be discounted at the current contract rates set forth.

**30. PERFORMANCE REVIEW**

A performance review will be conducted by the District to ensure services are performed satisfactorily by the Contractor. Contractor will be notified by the District of their performance. If the review is unsatisfactory, the Contractor will be required to submit a corrective action plan to address the deficiencies. If the performance is not improved, the contract will not be renewed and the option years will not be exercised.

**31. NON-SPECIFICALLY PRICED ITEMS (NSP)**

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

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## **32. SECTION 508 COMPLIANCE**

All electronic and information technology, products and services, within this contract shall comply without limitation to the following applicable technical and functional performance criteria of Section 508 of the Rehabilitation Act (29 U.S.C. §794d), unless exempt.

### **36 CFR 1194.21: Software Applications and Operating Systems**

36 CFR 1194.21 Software Applications and Operating Systems, applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to GOTS and COTS software. In addition, this standard is to be applied to Web-based applications when needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22.

36 CFR 1194.31 Functional Performance Criteria, applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

36 CFR 1194.41 Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

### **36 CFR 1194.22: Web based Intranet and Internet Information and Applications**

36 CFR 1194.22 Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous Javascript and XML (AJAX) then 1194.21 Software standards also apply to fulfill functional performance criteria.

36 CFR 1194.31 Functional Performance Criteria, applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

36 CFR 1194.41 Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

## **32. SECTION 508 COMPLIANCE - continued**

### **36 CFR 1194.24: Video and multimedia products**

36 CFR 1194.24 Video and Multimedia Products, applies to all video and multimedia products that are procured or developed under this work statement. Any video or multimedia presentation shall also comply with the software standards (1194.21) when the presentation is through the use of a Web or Software application interface having user controls available.

36 CFR 1194.31 Functional Performance Criteria, applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

36 CFR 1194.41 Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

### **36 CFR 1194.26: Desktop and portable computers**

36 CFR 1194.26 Desktop and Portable Computers, applies to all desktop and portable computers, including but not limited to laptops and personal data assistants (PDA) that are procured or developed under this work statement.

36 CFR 1194.31 Functional Performance Criteria, applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

36 CFR 1194.41 Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

### **33. FINGERPRINTING**

Contractor shall comply and shall require its subcontractors (if any) to comply with the requirements of California Education Code Sections 45125.1 and 45125.2, at no additional cost to District. These requirements include, but are not limited to the following:

- A. Any employee or agent of Contractor, and any employee or agent of Contractor's subcontractors, who may have any contact with pupils must submit his or her fingerprints to the California Department of Justice ("DOJ") in a manner authorized by the DOJ to determine whether the employee or agent has been arrested or convicted of any crime. Contractor will be responsible for any expenses arising from its compliance with this Section, including, but not limited to, the payment of any fee required for fingerprinting or the processing thereof.
- B. Contractor shall not permit an employee or other person requiring fingerprinting to come in contact with pupils until the DOJ has ascertained that the person has not been convicted of a felony as defined in Education Code Section 45122.1. Upon Contractor's receipt of such clearance from DOJ, Contractor shall certify in writing to District that none of Contractor, its subcontractors and any of their employees or agents who are required by District to submit their fingerprints to the DOJ and who may come in contact with pupils have not been convicted of a felony as defined in Section 45122.1.
- C. Alternatively, District may require Contractor to provide continual supervision and monitoring of all employees and agents of Contractor and Contractor's subcontractors by an employee of Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony, as defined by California Penal Code Sections 667.5 and 1192.7. If District elects to require this supervision, Contractor shall supply the supervision at no additional cost to District.
- D. Contractor shall remove immediately from District property any employee or agent (including employees or agents of its subcontractors) who has been arrested or convicted of any serious or violent felony, as defined by California Penal Code Sections 667.5 and 1192.7.

**NOTE: Compliance to this requirement is only necessary if the Contractor and/or their subcontractors will be required to perform any type of services on District school property.**

### **34. WIRELESS MINIMUM REQUIREMENTS FOR PERSONAL COMPUTER SYSTEMS**

All mobile and tablet systems will be configured using the 802.11n standard or newer and must be capable of using both the 2.4 GHz and 5 GHz frequencies, as well as 20 MHz and 40 MHz (2 x 20MHz) bonded channels. In addition, both mobile and tablet wireless configurations will have a minimum capability of 2 x 2 MIMO (Multi-in/Multi-out).

### **35. LINKED LEARNING PROGRAM (OPTIONAL)**

The District is committed to graduating students that are college and career ready. The Linked Learning model, a teaching and learning approach, transforms students' high school experience by bringing together strong academics, in partnership with rigorous career preparation and real-world experiences to help students gain an advantage in high school, post-secondary education, and career preparation. Students follow industry-themed pathways, choosing among fields such as engineering, arts and media, or biomedicine and health. A strong work-based learning component offers students opportunities to learn through real world experiences that enhance classroom instruction.

There are many ways employers share their time, expertise, and support with schools. Please let the District know whether your company is interested in engaging in this program or already engaged in a similar program schools can participate in.

### **36. OPEN CATALOG INTERFACE (OCI) REQUIREMENT**

Contracts awarded under this IFB must be able to interface to the District's new financial system (SAP/LRP) using the Open Catalog Interface (OCI). Contractors awarded under this contract are expected to be able to develop a secure Punch-Out Catalog with District specific contract pricing and items no later than the first year of the contract utilizing SAP's OCI.

- a. The Punch-Out OCI catalog needs to be able to provide a cross catalog search.
- b. The Punch-Out OCI catalog needs to be user friendly by providing different search criteria to identify items by description, price, category, etc.
- c. The awarded contractor needs to support the District's testing requirement in the development and quality environments.
- d. The awarded contractor will be responsible for maintaining the catalog with the latest contract changes like pricing, discontinued items, new items, etc.

Prior to the catalog being developed, the District will meet with the awarded contractor to discuss the catalog's content and specific District requirements.

### **37. BIDDER MINIMUM REQUIREMENT**

Bidder must have a minimum of five (5) years of experience providing deployment services for a large enterprise organization, federal, state and/or a school district. Deployment services shall be defined as services including configuration, imaging, provisioning and integration services for 15,000 to 30,000 units of computing systems.

### **38. RENTAL OF COMPUTER SYSTEMS**

The rental of the computer systems shall comply with the same minimum specification in Section II.C technical specifications and Section II.D product specifications for the computer system category indicated. Computer system shall be new or Factory certified refurbished unit. The rental fee must include the cost of erasure of data after the term of the rental agreement ends. The Contractor must provide certification to the District confirming that each of the computer system data has been fully erased.

**39. LEASE/PURCHASE OPTION**

Bidder will provide an option to lease/purchase items covered in this IFB. The financing rate and lease terms shall be indicated on the rate schedule. The lease fee must include the cost of erasure of data after the term of the rental agreement ends. The Contractor must provide certification to the District confirming that each of the computer system data has been fully erased.

**40. EQUIPMENT INVENTORY DATABASE**

The Contractor shall be required to maintain and provide the District with a “Comprehensive

Equipment Inventory Management Database” of all serialized equipment purchases made against the contract. The database shall be provided to the District via electronic communication and hard copy reporting. The database shall provide the following minimum information:

- a. Description, make and model number of all serialized equipment sold to the District
- b. District location sold/delivered to and purchase order number
- c. Type and duration of “Manufacturers Standard” and any “Extended Warranty” period when applicable
- d. Serial number(s) of all serialized equipment sold by District location
- e. Cost per item (monitor, CPU, etc.)
- f. Shipping and delivery date, proof of delivery, itemized list of items, and sign-offs information
- g. District inventory tag labels according to District specifications
- h. Operating systems and wired/wireless MAC addresses
- i. Installed soft wares and license numbers
- j. Create and apply warranty information label according to the District’s specifications.

The information shall be provided to the District via Contractor’s Web site, hard copy documentation, and on electronic media according to the District’s specified format.

**41. ASSET MANAGEMENT**

An asset management database of installed computers consisting of an electronic and hard copy of the information necessary for inventory purposes at the installation site shall be provided to the District as specified in Section II.C #41 “Equipment Inventory Database.” Minimum information to be provided shall consist of the computer and monitor serial numbers, model numbers, location (room or office number) installed, name of location, District location code, purchase order number, and installed software on the computer.

Replacement of systems under the warranty coverage will include Contractor updating of the asset management database with the changes in serial and asset tag numbers.

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## **D. TECHNICAL SPECIFICATIONS**

### **INTEGRATION SERVICES**

Contractor shall provide the following integration services, at a minimum, within two (2) weeks of the acceptance of each computer system from a District contracted vendor.

#### **1. SYSTEM IMAGING**

##### **Desktop**

- Additional software that the District will upgrade and/or pre-loaded software (via the District's Microsoft Enterprise Agreement)
  - Microsoft Windows 10
  - Microsoft 365 for Windows
  - Microsoft Windows Defender
- A current bootable recovery USB for each model and image to be provided to LAUSD's Information Technology Division
- 24-hour repair or replace guarantee **priced as an option**

##### **Mobile**

- Additional software that the District will upgrade and/or pre-loaded software (via the District's Microsoft Enterprise Agreement)
  - Microsoft Windows 10
  - Microsoft 365 for Windows
  - Microsoft Windows Defender
- A current, bootable recovery USB for each model and image to be provided to LAUSD's Information Technology Division
- Laser etched official LAUSD logo and "Property of LAUSD" on top panel
- 24-hour repair or replace guarantee **priced as an option**

##### **Tablet**

- Additional software that the District will upgrade and/or pre-loaded software (via the District's Microsoft Enterprise Agreement)
  - Microsoft Windows 10
  - Microsoft 365 for Windows
  - Microsoft Windows Defender
- Laser etched official LAUSD logo and "Property of LAUSD" on top panel
- 24-hour repair or replace guarantee **priced as an option**

##### **Chrome**

- Chrome Device Management License **priced as required**
- 24-hour repair or replace guarantee **priced as an option**

##### **Virtualized**

- 24-hour repair or replace guarantee **priced as an option**
- Additional software that the District will upgrade and/or pre-loaded software (via the District's Microsoft Enterprise Agreement)
  - Microsoft Windows
  - Microsoft 365
  - Microsoft Windows Defender

**1. SYSTEM IMAGING- continued**

**Servers**

- Current version of Windows Server OS
- 24-hour repair or replace guarantee **priced as an option**

**2. LASER ETCHING AND BIOS RESIDENT TRACKING SOFTWARE**

All mobile systems will be laser etched on the top panel with a 3.25" diameter LAUSD logo and the words "Property of LAUSD" appearing above the centerline of the top panel. "Property of LAUSD" will be sized such that the logo and the text will fill a 3.25" x 9" area. These sizes assume a 14" diagonal screen size. Smaller or larger units will have the sizes of the etched items proportional to these specifications. The logo and text will be centered horizontally across the top panel. In addition, the District requires laptops be pre-loaded with BIOS resident software with the capability of tracking the location of the laptop, if connected to the Internet, via Internet Protocol (IP) address. The ability to uninstall or prevent loading of the tracking software shall be controlled by a password determined by the District. Desktop and Netbook systems will be priced with this option as a separate cost line item. The tracking software will remain active for the warranty period of the computer.

**3. DELIVERY REQUIREMENTS AND LOCATIONS**

All items/services ordered in this contract (equipment/services inclusive) shall be delivered directly to the District location specified by the District by issuance of individual purchase orders. Delivery shall be F.O.B. Destination (inside plant), inside a District building as directed by individual school/office personnel.

Contractor shall provide the following delivery integration services at each delivery location:

- Unpacking, off-site removal of packaging materials
- Set-up equipment on desktop or other designated suitable area
- Connect system cables
- Boot up
- Configure system
- Software conflict resolution
- Load software as required
- Test system and connection to the LAUSD network
- Apply District inventory tag
- Obtain sign off from site administrators
- Other tasks as may be required for a complete and efficient system install.

4. **ADDITIONAL REQUIREMENTS**

The Contractor shall have the capacity to perform the following:

- Meet the Integration Services as specified above
- Have the capacity to stage, prepare, and deliver based on the following historical sampling of computer systems (Chromebooks, desktops, laptops, tablets) integration data:

<b>Fiscal Quarters</b>	<b>Delivery Expectations</b>
Q1 - Jul - Sep	5%
Q2 - Oct - Dec	15%
Q3 - Jan - Mar	28%
Q4 - Apr - Jun	52%
<b>Total Devices/FY (18-19)</b>	<b>128,000</b>

At the discretion of the District, Contractor may be retained to perform additional tasks and services beyond those identified above, at a mutually agreed upon firm fixed price and/or hourly rate.

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## CATEGORY I –WINDOWS OPERATING SYSTEMS

### ITEM

### NO.            PRODUCT DESCRIPTION

1.            DESKTOP COMPUTING SYSTEM (Minimum specifications)
- Processor equivalent to an Intel i5 10<sup>th</sup> Gen or better
  - 8GB DDR4-RAM
  - 256 GB Solid State Drive or better
  - Mechanical Drives for Expanded Storage **priced as an option**
  - CD/DVD-writer, SATA integrated single drive **priced as an option**
  - Optical Mouse and Keyboard
  - 21" LCD or better flat screen including the following: **priced as an option**
    - Integrated with reinforced screen protection
    - Capable of HD (1920 x 1080) or better resolution
    - Display Port and/or HDMI and/or USB-C
    - Contrast ratio > 1000:1
  - Licensed for 64-bit Microsoft Windows 10 or newer Operating System
  - 10/100/1000 Ethernet Adapter
  - Wireless LAN capability which meets District's wireless minimum requirements for personal computing systems (see Section II.C.34)
  - 2 front-mounted USB Type-A 3.0 or better ports and 3+ rear mounted USB Type-A
  - Minimum 1 USB- C Ports
  - Front audio ports for microphone, speakers and/or headphones
  - Integrated Intel UHD graphics or equivalent
  - Wake on LAN capability
  - Warranty coverage for accidental screen damage **priced as an option**
  - 5-year warranty, on-site (no "carry-in" or "depot" procedures)
  - 24-hour repair or replace guarantee **priced as an option**

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**ITEM  
NO.**

**PRODUCT DESCRIPTION**

2. **MOBILE COMPUTING SYSTEM (Minimum specifications)**
- Processor equivalent to Intel i5 or better, current generation at the time of purchase
  - 8 GB DDR4-2400Mhz RAM
  - 256GB Solid State Drive
  - Integrated Intel UHD Graphics or equivalent
  - Minimum 2 USB Ports, 1+ USB Type-A 3.0 or better and 1+ USB Type-C port.
  - Minimum Video Resolution 1080p/FHD
  - Wireless LAN capability which meets District's wireless minimum requirements for personal computing systems (see Section II.C.34)
  - Battery capable of 6+ hours use between charges
  - License for 64-bit Windows 10 or newer Operating System
  - Wake on LAN capability
  - 3-year warranty, on-site (no "carry-in" or "depot" procedures)
  - 24-hour repair or replace guarantee **priced as an option**
  - 3-year warranty for accidental screen damage **priced as an option**
  - CD/DVD-writer, SATA **priced as an option**
  - Integrated web camera and microphone 10/100/1000 Ethernet priced as an option

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**ITEM  
NO.**

**PRODUCT DESCRIPTION**

3. TABLET COMPUTING SYSTEM (Minimum specifications)
- Processor equivalent to a dual core 64-bit (32-bit support) Intel® Core™ i5 10th Gen or better Processor with Intel UHD Graphics
  - 8GB RAM
  - 128GB Solid State Drive
  - Wireless LAN capability which meets District's wireless minimum requirements for personal computing systems (see Section II.C.34)
  - 12" Touchscreen minimum screen size
  - 1+ USB 3.0 Type-A or better ports
  - 1+ USB Type-C 3.0 or better port
  - Bluetooth minimum 5.0 or better
  - Minimum 1920 x 1080 Resolution
  - Battery capable of 6+ hours use between charges
  - Current version of 64-bit Windows 10 or newer Operating System shall be pre-loaded on the hard drive as the default
  - Wake on LAN capability
  - Front and rear-facing cameras
  - Front and rear-facing microphones
  - 3-year warranty, on-site (no "carry-in" or "depot" procedures)
  - 24-hour repair or replace guarantee **priced as an option**
  - 3-year warranty for accidental screen damage **priced as an option**
  - Keyboard **priced as an option**

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## CATEGORY II – CHROME OPERATING SYSTEMS

### ITEM

### NO.      PRODUCT DESCRIPTION

4. CHROMEBOX (Minimum specifications)
- Processor equivalent to a dual core 64-bit minimum Intel Celeron Processor 3867U or better (2MB Cache) running at 1.8 GHz or faster, Intel HD Graphics 610
  - 4GB RAM
  - 32GB Solid State Drive
  - Mouse/keyboard
  - Optional Monitor with appropriate inputs
  - 2 USB 3.0 or better ports
  - Front audio ports for microphone, speakers, and/or headphones
  - Capable of 1080 X 1024 HDMI Output
  - ChromeOS
  - 1-year warranty, on-site (no "carry-in" or "depot" procedures)
  - 24-hour repair or replace guarantee **priced as an option**
5. CHROMEBOOK (Minimum specifications)
- Processor equivalent to a dual core 64-bit (32-bit support) minimum Intel Celeron N4000 or better (4MB Cache) running at 2.60GHz or faster
  - 4GB RAM
  - 32GB Solid State Drive (1:1), 64GB Solid State Drive (Shared Use)
  - Integrated Front-facing Camera
  - Trackpad
  - Keyboard
  - Student devices shall be rated MIL-STD-810G drop resistant and have pick-resistant keys
  - Wireless LAN capability which meets District's wireless minimum requirements for personal computing systems (see Section II.C.34)
  - Ethernet 10/100/1000 (Optional)
  - 11.6" minimum screen size
  - 2+ USB port 3.0 or better
  - Capable of a minimum of 1366x768 resolution
  - Battery capable of 6+ hours use between charges
  - USB-C Charging Port
  - Google Auto-Update Policy minimum of 5 years from date of order
  - ChromeOS
  - Cellular Connectivity **priced as an option**
  - 1-year warranty, on-site (no "carry-in" or "depot" procedures)
  - 1-year warranty for accidental screen damage **priced as an option**
  - 24-hour repair or replace guarantee **priced as an option**

## CATEGORY III – VIRTUALIZED SYSTEMS

**ITEM  
NO.**

**PRODUCT DESCRIPTION**

6. VIRTUALIZED DESKTOP COMPUTER SYSTEM (Minimum specifications)
- a. All virtualized systems will be sold as a package and warranted as such
  - b. Priced as two options
    - i. 5-unit system
    - ii. 10-unit system

**Server:**

- Processor equivalent to minimum Intel Xeon E5 series processor or better
- 5 unit - 32 GB RAM, 10 unit - 64 GB RAM
- 512 GB SSD
- 10/100/1000 Ethernet Adapter (server)
- CD/DVD writer, Integrated SATA (server) **priced as an option**
- Optical Mouse/Keyboard
- Current version of Windows Server

**System:**

- Current *Windows Server* and client licenses must be included and priced for 5-unit and 10-unit systems
- Keyboards, mice, control boxes/cards, flat-panel monitors (23" minimum), and other necessary hardware and cable required for the number of units designated.
- Separate line item pricing will be provided for additional units to the base system. This pricing will include the additional hardware, cabling and software licenses required for each unit above the base system
- Wake on LAN capability
- 5-year warranty, on-site (no "carry-in" or "depot" procedures)
- 24-hour repair or replace guarantee **priced as an option**



## CATEGORY IV – SERVER SYSTEMS

**ITEM  
NO.**

**PRODUCT DESCRIPTION**

1. SERVER COMPUTER SYSTEM, TOWER (Minimum specifications)
  - Processor equivalent to minimum Intel Xeon E5 series processor or better
  - 16 GB RAM
  - 512 GB SSD storage minimum
  - RAID Controller (support RAID 0, 5, 6, 10)
  - 10/100/1000 Ethernet Adapter (including Wake on LAN capability)
  - SATA DVD/CD-ROM drive **priced as an option**
  - Optical Mouse/Keyboard
  - Keyboard, mouse and video ports
  - 4 USB 3.0 or better ports
  - Redundant power supplies
  - Current version of Windows Server OS or Red Hat Linux
  - Tower enclosure
  - 5-year warranty, on-site (no "carry-in" or "depot" procedures)
  - 24-hour repair or replace guarantee **priced as an option**
  
2. SERVER COMPUTER SYSTEM, RACK-MOUNTABLE (Minimum specifications)
  - Processor equivalent to minimum Intel Xeon E5 series processor or better
  - 16 GB RAM
  - 512 GB SSD storage minimum
  - RAID Controller (support RAID 0, 5, 6, 10)
  - 10/100/1000 Ethernet Adapter (including Wake on LAN capability)
  - SATA Internal DVD/CD drive **priced as an option**
  - Optical Mouse/Keyboard
  - Keyboard, mouse and video ports
  - 4 USB 3.0 or better ports
  - Redundant power supplies
  - Current version of Windows Server OS or Red Hat Linux
  - Rack-mountable
  - 5-year warranty, on-site (no "carry-in" or "depot" procedures)
  - 24-hour repair or replace guarantee, with optional 8-hour response **priced as an option**

**SECTION II**

**E. BIDDER QUESTIONNAIRE**

**TO THE BIDDER:**

The following questionnaire is a part of the complete bid and must be submitted as such. The information provided therein will be used solely for evaluating the qualifications of the Bidder to satisfactorily perform the contractual terms and conditions set forth. **This questionnaire must be filled out accurately, completely and submitted with the bid. In addition, the documentation required in #'s 3b, 4, 5, and 6 must be attached to this Questionnaire.** Any error, omissions or fraudulent information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any subsequent agreement executed as a result of the bid or bids involved.

**1. BIDDER'S DISTRIBUTION FACILITY #1 – Attach listing if more than two (2) locations.**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Web Site:** \_\_\_\_\_

**2. BIDDER'S DISTRIBUTION FACILITY #2 – Attach listing if more than two (2) locations.**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Web Site:** \_\_\_\_\_

**3. EXPERIENCE**

**a.** Number of years of experience in providing this type of equipment/service: \_\_\_\_\_ years.

**b.** Describe past projects comparable in scope and magnitude with this IFB. In addition, you must also describe your current ability and capacity to perform and deliver the products required by this IFB (**include with bid.**)

**4. REFERENCES**

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

a. Firm's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

b. Firm's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

c. Firm's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**5. BIDDER QUALIFICATIONS**

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

**6. MATERIAL SAFETY DATA SHEET, IF APPLICABLE**

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

**7. SUBMITTAL/PROOF OF INSURANCE**

Provide **(include with bid)** evidence of insurance in compliance with insurance requirements indicated in the General Specifications (see Section II.C, Item #9).

**8. DISCLOSURE OF LITIGATION**

Each Bidder (and each subcontractor/joint venture included in the Bidder's Bid) shall include a complete disclosure of any civil litigation, settlement, arbitration, or proceeding to which it is a party and which is pending or was concluded within one year from the date of this IFB. THIS REQUIREMENT IS A CONTINUING DISCLOSURE REQUIREMENT. Any such litigation, settlement, arbitration, or other proceedings commencing after submission of a Bid shall be disclosed in a written statement to the Buyer within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

**9. SUBMITTAL OF MANUFACTURING PLANT LOCATIONS**

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

**Line Item #(s):** \_\_\_\_\_  
**Manufacturer:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, State, Country:** \_\_\_\_\_  
**Phone number:** \_\_\_\_\_

**Line Item #(s):** \_\_\_\_\_  
**Manufacturer:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, State, Country:** \_\_\_\_\_  
**Phone number:** \_\_\_\_\_

**Line Item #(s):** \_\_\_\_\_  
**Manufacturer:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, State, Country:** \_\_\_\_\_  
**Phone number:** \_\_\_\_\_

**10. ACKNOWLEDGEMENT RECEIPT OF ADDENDUM**

It shall be the Bidder's responsibility to ensure receipt of all applicable addenda to this IFB.

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### **SECTION III RATE SCHEDULE SECTION**

- 1. Bidder shall fill out the Rate Schedule, and Submit with Signature and date.**
- 2. When filling in the Rate Schedule, the Bidder should type or print legibly. If the pricing information is illegible, that item may not be considered for an award.**
- 3. Item(s) may be awarded either “individually” by line item, by “category”, “as a whole” or “in any combination of items and categories.”**

**Bidder to indicate number of days needed (if awarded a contract) to start service:  
\_\_\_\_\_ Days After Notification.**

**The District reserves the right not to award to a Bidder whose start-up time is thirty (30) days or longer.**

The following “Rate Schedule” shall be firm during the contract period.

- a. Bidder shall fill out the Rate Schedule and indicate the: (1) Manufacturer’s product brand name to be provided; (2) percentage discount off manufacturer’s price list, and (3) unit cost of service components. The completed information price should be provided in two (2) formats. The information **must** be entered and submitted in hard copy and an electronic copy of the Rate Schedule Section should also be submitted.
- b. The “percentage discount” bid should include costs for all items listed in the Specifications Section, all costs for any insurance, and/or any required performance guarantee.
- c. Specific product brand names and numbers specified by the District in the product/technical specification are indicated to clarify specification only. Manufacturer’s name and model number must be listed for any brand being offered. Bids offering “as specified” (“a/s”) may not be considered. Items considered equal to or superior to the specification may be quoted and submitted.
- d. The “list price” of the computer system should be based upon educational price list, government price list or retail price list, whichever is the lowest. The three price lists mentioned above will be collectively known as the manufacturer’s price list/book. See Section II.C #19 for details.

- e. Upon award of the contract, all applicable discounts shall be added for the most current discount percentage. For example, if the Contractor offered the following discounts for desktops:

10%	desktops (Category 1 Item A)
1%	when expenditures reach \$5 million
3%	when expenditures reach \$7 million

The applicable discount for the District is 11% (10 + 1) if the District aggregate expenditure exceeded \$5 million. The applicable discount is 13% (10 + 3) if the District is purchasing a desktop and exceeded the \$7 million threshold.

- f. Bidder shall offer a single manufacturer brand per category. If bidding multiple manufacturer brands, make a xerographic copy of the Rate Schedule and use it for each manufacturer brand bid. This will be considered as an alternative product bid.

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**CATEGORY I –WINDOWS OPERATING SYSTEMS**

Item #	Estimated Annual Expenditure	Product Description*	Unit Cost/Percentage Discount	Manufacturer Brand Name & Model Number	
1	\$2,000,000	<b><u>Desktop Computing System</u></b> ***	List Price****: \$		
			Percentage Discount off Manufacturers Price List**:		%
			Discounted Price:		\$
			5-Year Warranty:		\$
			24hr Repair or Replace (Optional):		\$
			<b><u>LCD Flat Panel</u></b> ***		
			List Price****:		\$
			Less Percentage Discount off Manufacturers Price List**:		%
			5-Year Warranty:		\$
			Discounted Price:		\$
			Total Discounted Price:		\$
2	Included in #1 above	<b><u>Lease of Desktop Computing System</u></b>	Total Discounted Price:	\$	
			Interest Rate for a Three Year Lease:	%	
			Total Cost of Leasing:	\$	
			Annual Cost of Leasing:	\$	

\* See Section II.D, Product Specification for further details.

\*\* Percentage discount will be applied to the list price only and will not be applied to service components.

\*\*\* For evaluations purpose, the District will use the total pricing including total of the 5-year warranty for the basis of award calculation

\*\*\*\*\* Bidder must provide proof of the List Price at the time of bid submittal by providing copies of the Manufacturer's Price Book. See Section II.C #19

**CATEGORY I – WINDOWS OPERATING SYSTEMS**

Item #	Estimated Annual Expenditure	Product Description*	Unit Cost/Percentage Discount	Manufacturer Brand Name & Model Number
3	\$3,250,000	<b><u>Mobile Computing System ****</u></b>		
		List Price***:	\$	
		Less Percentage Discount off Manufacturers Price List**:	%	
		Discounted Price:	\$	
		3-Year Warranty:	\$	
		4th-Year Warranty (Optional):	\$	
		5th-Year Warranty (Optional):	\$	
		24hr Repair or Replace (Optional):	\$	
		3 Year Accidental Screen Damage Warranty (Optional):	\$	
		CD/DVD-writer, SATA (Optional):	\$	
		Total Discounted Price:	\$	
		4	Included in #3 above	
Total Discounted Price:	\$			
Interest Rate for a Three Year Lease:	%			
Total Cost of Leasing:	\$			
Annual Cost of Leasing:	\$			

\* See Section II.D, Product Specification for further details.

\*\* Percentage discount will be applied to the list price only.

\*\*\*\* Bidder must provide proof of the List Price at the time of bid submittal by providing copies of the Manufacturer's Price Book. See Section II.C #19



**CATEGORY I –WINDOWS OPERATING SYSTEMS**

Item #	Estimated Annual Expenditure	Product Description*	Unit Cost/Percentage Discount	Manufacturer Brand Name & Model Number	
5	\$280,000	<b><u>Tablet Computing System</u></b> ***			
		List Price****:	\$		
		Less Percentage Discount off Manufacturers Price List**:			%
		Discounted Price:	\$		
		3-Year Warranty:	\$		
		4th-Year Warranty (Optional):	\$		
		5th-Year Warranty (Optional):	\$		
		24hr Repair or Replace (Optional):	\$		
		3 Year Accidental Screen Damage Warranty (Optional):	\$		
		Keyboard (Optional):	\$		
		Total Discounted Price:	\$		
		6	Included in #5 above		<b><u>Lease of Tablet Computing System</u></b>
Total Discounted Price:	\$				
Less Percentage Discount with three year commitment:				%	
Interest Rate for a Three Year Lease:				%	
Total Cost of Leasing:	\$				
Annual Cost of Leasing:	\$				

\* See Section II.D, Product Specification for further details.

\*\* Percentage discount will be applied to the list price only.

\*\*\* For evaluations purpose, the District will use the total pricing including total of the 3-year warranty for the basis of award

\*\*\*\* Bidder must provide proof of the List Price at the time of bid submittal by providing copies of the Manufacturer's Price Book. See Section II.C #29

**CATEGORY II – CHROME OPERATING SYSTEMS**

Item #	Estimated Annual Expenditure	Product Description*	Unit Cost/Percentage Discount	Manufacturer Brand Name & Model Number
1	\$280,000	<u>Chromebox</u> ***		
		List Price****:	\$	
		Less Percentage Discount off Manufacturers Price List**:		%
		Discounted Price:	\$	
		1-Year Warranty:	\$	
		2nd-Year Warranty (Optional):	\$	
		3rd-Year Warranty (Optional):	\$	
		24hr Repair or Replace (Optional):	\$	
		Total Discounted Price:	\$	
2	Included in #1 above	<u>Lease of Chromebox</u>		
		Total Discounted Price:	\$	
		Interest Rate for Three Year Lease:		%
		Total Cost of Leasing:	\$	
		Annual Cost of Leasing:	\$	

\* See Section II.D, Product Specification for further details.

\*\* Percentage discount will be applied to the listprice only.

\*\*\* For evaluations purpose, the District will use the total pricing including 1-year warranty for the basis of award calculation

\*\*\*\* Bidder must provide proof of the List Price at the time of bid submittal by providing copies of the Manufacturer's Price Book . See Section II.C #19

**CATEGORY II – CHROME OPERATING SYSTEMS**

Item #	Estimated Annual Expenditure	Product Description*	Unit Cost/Percentage Discount	Manufacturer Brand Name & Model Number
3	\$23,000,000	<u>Chromebook</u> ***		
		List Price****:	\$	
		Less Percentage Discount off Manufacturers Price		
		List**:		%
		Discounted Price:	\$	
		1-Year Warranty:	\$	
		2nd-Year Warranty (Optional):	\$	
		3rd-Year Warranty (Optional):	\$	
		Ethernet Adapater (Optional):	\$	
		1 Year Accidental Screen Damage Warranty (Optional):	\$	
		24hr Repair or Replace (Optional):	\$	
		Total Discounted Price:	\$	
4	Included in #3 above:	<u>Lease of Chromebook</u>		
		Total Discounted Price:	\$	
		Interest Rate for Three Year Lease:		%
		Total Cost of Leasing:	\$	
		Annual Cost of Leasing:	\$	

\* See Section II.D, Product Specification for further details.

\*\* Percentage discount will be applied to the listprice only.

\*\*\* For evaluations purpose, the District will use the total pricing including 1-year warranty for the basis of award calculation

\*\*\*\* Bidder must provide proof of the List Price at the time of bid submittal by providing copies of the Manufacturer's Price Book . See Section II.C #19

**CATEGORY III – VIRTUALIZED & SERVER SYSTEMS**

Item #	Estimated Annual Expenditure	Product Description*	Unit Cost/Percentage Discount	Manufacturer Brand Name & Model Number
1	\$280,000	<u>Virtualized Desktop Computer System</u>  List Price****: \$ Less Percentage Discount off Manufacturers Price List**: Discounted Price: \$ Major Service Components: Integration Services: \$ 5-Year Warranty: \$ Technical Support: \$ Engraving/Etching: \$ 24 hour repair or replace (Optional): \$  Total Discounted Price: \$	%          	

**CATEGORY IV – SERVER SYSTEMS**

Item #	Estimated Annual Expenditure	Product Description*	Unit Cost/Percentage Discount	Manufacturer Brand Name & Model Number
1	\$270,000***	<p><b><u>Server Computer System, Tower</u></b></p> <p>List Price****: _____</p> <p>Less Percentage Discount off Manufacturers Price List**: _____ %</p> <p>Discounted Price: _____</p> <p>Major Service Components:</p> <p>Integration Services: _____</p> <p>5-Year Warranty: _____</p> <p>Technical Support: _____</p> <p>Engraving/Etching: _____</p> <p>24 hour repair or replace (Optional): _____</p> <p>Total Discounted Price: _____</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

\* See Section II.D, Product Specification for further details.

\*\* Percentage discount will be applied to the list price only.

\*\*\* Estimated annual expenditure includes items 1 and 2 for Category IV.

\*\*\*\* Bidder must provide proof of the List Price at the time of bid submittal by providing copies of the Manufacturer's Price Book . See Section II.C #19

**CATEGORY IV – SERVER SYSTEMS**

Item #	Estimated Annual Expenditure	Product Description*	Unit Cost/Percentage Discount	Manufacturer Brand Name & Model Number
2	Included in #1 above	<p><b><u>Server Computer System, Rack-Mountable</u></b></p> <p>List Price****:</p> <p>Less Percentage Discount off Manufacturers Price List**:</p> <p>Discounted Price:</p> <p>Major Service Components:</p> <p>Integration Services:</p> <p>5 Year Warranty:</p> <p>Technical Support:</p> <p>Engraving/Etching:</p> <p>24 hour repair or replace (Optional):</p> <p>Total Discounted Price:</p>	<p>\$</p> <p>%</p> <p>\$</p> <p>\$</p> <p>\$</p> <p>\$</p> <p>\$</p> <p>\$</p> <p>\$</p>	

\* See Section II.D, Product Specification for further details.

\*\* Percentage discount will be applied to the list price only.

\*\*\* Estimated annual expenditure includes items 1 and 2 for Category IV.

\*\*\*\* Bidder must provide proof of the List Price at the time of bid submittal by providing copies of the Manufacturer's Price Book . See Section II.C #19

**CATEGORY V – MAJOR SERVICE COMPONENTS**

Item #	Estimated Annual Expenditure	Product Description*	Unit Cost/Percentage Discount	
1	\$150,000	<b><u>Desktop Computing System (Window Operating Systems)</u></b>		
			Integration Services:	\$
			5-Year Warranty (Optional):	\$
			Technical Support:	\$
			Equipment Inventory Database:	\$
			BIOS resident tracking (Optional):	\$
			24hr Repair or Replace (Optional):	\$
			Total Price (without optional items):	\$
Item #	Estimated Annual Expenditure	Product Description*	Unit Cost/Percentage Discount	
2	\$250,000	<b><u>Mobile Computing System (Window Operating Systems)</u></b>		
			Integration Services:	\$
			3-Year Warranty (Optional):	\$
			4-Year Warranty (Optional):	\$
			5-Year Warranty (Optional):	\$
			Technical Support:	\$
			Equipment Inventory Database:	\$
			Engraving/Etching:	\$
			BIOS resident tracking:	\$
			24hr Repair or Replace (Optional):	\$
Total Price (without optional items):	\$			

**CATEGORY V – MAJOR SERVICE COMPONENTS**

Item #	Estimated Annual Expenditure	Product Description*	Unit Cost/Percentage Discount	
3	\$20,000	<b>Tablet Computing System (Window Operating Systems)</b>		
			Integration Services:	\$
			3-Year Warranty (Optional):	\$
			4-Year Warranty (Optional):	\$
			5-Year Warranty (Optional):	\$
			Technical Support:	\$
			Equipment Inventory Database:	\$
			Engraving/Etching:	\$
			BIOS resident tracking:	\$
			24hr Repair or Replace (Optional):	\$
			Total Price (without optional items):	\$
			Item #	Estimated Annual Expenditure
4	\$20,000	<b>Chromebox</b>		
			Integration Services:	\$
			1-Year Warranty (Optional):	\$
			2-Year Warranty (Optional):	\$
			3-Year Warranty (Optional):	\$
			Technical Support:	\$
			Equipment Inventory Database:	\$
			Engraving/Etching:	\$
			24hr Repair or Replace (Optional):	\$
			Total Price (without optional items):	\$



**CATEGORY V – MAJOR SERVICE COMPONENTS**

Item #	Estimated Annual Expenditure	Product Description*	Unit Cost/Percentage Discount
5	\$1,200,000	<u>Chromebook</u>  Integration Services: 1-Year Warranty (Optional): 2-Year Warranty (Optional):  3-Year Warranty (Optional): Technical Support: Equipment Inventory Database: Engraving/Etching: 24hr Repair or Replace (Optional):  Total Price (without optional items):	\$ \$ \$  \$ \$ \$ \$ \$ \$
Item #	Estimated Annual Expenditure	Product Description*	Unit Cost/Percentage Discount
6	\$20,000	<u>Virtualized Desktop Computer System</u>  Integration Services: 5-Year Warranty (Optional): Technical Support: Equipment Inventory Database:  24hr Repair or Replace (Optional):  Total Price (without optional items):	\$ \$ \$ \$ \$ \$

**CATEGORY V – MAJOR SERVICE COMPONENTS**

<b>Item #</b>	<b>Estimated Annual Expenditure</b>	<b>Product Description*</b>	<b>Unit Cost/Percentage Discount</b>	
7	\$20,000	<u>Server Computer System, Tower</u>		
			Integration Services:	\$
			5-Year Warranty (Optional):	\$
			Technical Support:	\$
			Equipment Inventory Database:	\$
			24hr Repair or Replace (Optional):	\$
			Total Price (without optional items):	\$
<b>Item #</b>	<b>Estimated Annual Expenditure</b>	<b>Product Description*</b>	<b>Unit Cost/Percentage Discount</b>	
8	\$20,000	<u>Server Computer System, Tower</u>		
			Integration Services:	\$
			5-Year Warranty (Optional):	\$
			Technical Support:	\$
			Equipment Inventory Database:	\$
			24hr Repair or Replace (Optional):	\$
			Total Price (without optional items):	\$

**MISCELLANEOUS ITEMS\***

Item #	Product Description	
1	<p><b><u>Time and Materials Rate</u></b> - for services not specifically identified within bid</p> <p style="text-align: right;">Labor Rate</p> <p style="text-align: right;">Cost of Materials Plus</p>	<p>\$ _____ /hr.</p> <p>_____ % mark-up</p>
Item #	Product Description	Additional Percentage Discount
2	<p><b><u>Volume Discounts</u></b></p> <p>Based upon the actual aggregate dollar amount of expenditure made under items 1 through 5 of the Rate Schedule Section, the Contractor is offering the following additional "Percentage Discount Off Manufacturers List Price" percentages, which shall become effective when the following dollar threshold amounts are achieved:</p> <p style="text-align: right;"><u>When Expenditures Reach:</u></p> <p style="text-align: right;">\$5,000,000</p> <p style="text-align: right;">\$7,000,000</p> <p style="text-align: right;">\$10,000,000</p> <p style="text-align: right;">\$15,000,000</p> <p style="text-align: right;">\$20,000,000</p>	<p>_____ %</p> <p>_____ %</p> <p>_____ %</p> <p>_____ %</p> <p>_____ %</p>

\* Will not be considered for basis of award determination

## SECTION IV

### **A. GENERAL BID CONDITIONS**

#### **1. AWARD OF CONTRACT**

If an award is made pursuant to the bidding process, the Contract will be awarded according to the authority granted by the Board of Education of the Los Angeles Unified School District under California law (e.g., the Public Contract Code, Education Code, and Government Code). Ordinarily, contracts are awarded to the lowest responsive and responsible bidder. However, certain statutes, (e.g., Education Code Sections 39645 and 39802) authorize award for certain contracts to other than the lowest responsive and responsible bidder, at the discretion of the Board of Education. The Board of Education reserves the right to award in accordance with the fullest authority granted it under State law.

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

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

**ORDERING PROCEDURES - The Contractor shall receive and accept any orders placed using either District approved purchase orders or by use of the P-Card or B-Card. All items/services specified in this contract will be ordered by issuance of individual purchase orders or P-Card/ B-Card transactions throughout the life of this agreement. The Contractor shall not deliver any product to any District location without the prior issuance of an official "District Purchase Order" or "P-Card Transaction" or "B-Card Transaction." Please see Section II. C. 1 Delivery Requirements.**

#### **2. FORCE MAJEURE**

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

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

The Contractor will be granted an extension of time for any portion of a delay in completion of the Work caused by acts of a public enemy, wars, civil disturbances, fires, floods,

**2. FORCE MAJEURE-continued**

earthquakes, epidemics, quarantine restrictions, freight embargoes, strikes, weather more severe than normal, any other cause not in the reasonable control of the Contractor or acts of God, providing that the:

- a. Aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor;
- b. Contractor has taken reasonable precautions to prevent further delays owing to such causes; and
- c. Contractor notifies the District in writing of the cause(s) for the delay within five (5) days from the beginning of any such delay.

**3. PUBLIC RECORDS ACT**

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

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

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

**4. DISTRICT RIGHTS**

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

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

**5. EXAMINATION OF CONTRACT DOCUMENTS**

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

**6. EXAMINATION OF ACTUAL CONDITIONS**

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

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

**7. ACCEPTANCE, REJECTION OR WITHDRAWAL OF BID**

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

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

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

**8. INSPECTION OF BIDDER'S FACILITY**

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

**9. BIDDER'S PAST PERFORMANCE**

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

**10. BIDDER'S INFORMATION WITH BID**

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

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

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

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

**11. APPROVED BRAND(S)**

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

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

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

**12. BRAND(S) NOT PREVIOUSLY APPROVED**

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

**12. BRAND(S) NOT PREVIOUSLY APPROVED**

deemed as an acceptable “equal” product brand, will be added to the District’s qualified products list for future consideration.

**13. SUBMITTAL REQUIREMENT**

Complete technical specifications and a copy of the product label must be submitted for each line item bid in a tabbed 8 ½ x 11 inch binder. Each tab shall be identified by the bid line item number and commodity code. Bidder not providing the submittal of information/samples as directed may be deemed “non-responsive”.

**14. SAMPLE REQUIREMENT**

**a. SAMPLES ARE REQUIRED ONLY UPON REQUEST BY THE DISTRICT**

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

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

**b. IDENTIFICATION OF SAMPLES**

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

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

**c. SAMPLES SHALL BE RETAINED**

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

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

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

**e. RETURN OF SAMPLE(S)**

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

Yes \_\_\_ No \_\_\_

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



**15. DEBARMENT AND SUSPENSION CERTIFICATION**

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

**B GENERAL CONTRACT CONDITIONS**

**1. AUTHORITY OF THE CHIEF PROCUREMENT OFFICER**

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

**2. DISTRICT’S TECHNICAL REPRESENTATIVE (PROJECT MANAGER)**

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

**3. INDEPENDENT CONTRACTOR**

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

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

**THIS SPACE LEFT INTENTIONALLY BLANK**

#### **4. SUBCONTRACTORS AND SUPPLIERS**

##### **a. Documentation And Acceptance**

The Contractor shall submit a copy of all executed subcontracts at any time within thirty (30) days of execution regardless of value to the District for fulfillment of SBE Goals, and a copy of insurance certificates in accordance with Section II C, Item #9 entitled "Insurance Requirements". Failure to submit subcontracts and certificates within the required time period will result in the subcontractor's not being permitted to perform Work on the Project.

##### **b. Performance of Work**

The Contractor shall:

- (1) Be responsible to the District for all acts and omissions of its own personnel, and of subcontractors, Suppliers and their employees; and
- (2) Be responsible for coordinating the Work performed by subcontractors and Suppliers.

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

##### **c. Acceptance of Substitution of Subcontractor**

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

- (a) Name of Subcontractor
- (b) Location and Phone Number of Place of Business
- (c) Contact Person
- (d) Subcontractor's License(s) number and expiration date (if applicable)
- (e) Current District SBE Compliance Certification Status (if applicable)
- (f) The portion of the Services that will be performed by each Subcontractor.

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

#### **4. SUBCONTRACTORS AND SUPPLIERS-continued**

##### **c. Acceptance of Substitution of Subcontractor-continued**

- (2) The District shall not be responsible for delays incurred by the Contractor because of a timely disapproval by the District of a Subcontractor proposed by the Contractor, or for the late submittal for acceptance of a Subcontractor to the District, or because of a Subcontractor's removal from the performance of the Work.
- (3) The Contractor shall not do any of the following without the prior written consent of the District:
  - (a) Replace any previously accepted Subcontractor;
  - (b) Permit any previously accepted Subcontract to be assigned or transferred; and/or
- (4) The Contractor may perform the Work itself with qualified personnel, provided written permission is obtained from the District prior to performance of the Work.

##### **d. Flow-Down Requirements**

- (1) The Contractor shall incorporate the following into each Subcontract and require insertion of same into all lower-tier Subcontracts:
- (2) All provisions required by law, regulation, rule, or the Contract shall apply to Subcontracts and shall apply to all Subcontracts of any tier.
- (3) By virtue of signing the subcontract, the following apply:
  - (a) The Subcontractor acknowledges and agrees that all Work being performed by it under the Subcontract shall be performed in accordance with the Contractor's Contract with the District.
  - (b) The Subcontractor agrees that it shall have the same duties and obligations to the Contractor with respect to its performance of its own Work as the Contractor has to the District under its Contract.
  - (c) The Contractor and the Subcontractor agree that the District is the third party beneficiary of the Subcontract and shall have the right to enforce all of the terms of the Subcontract for its own benefit. All guarantees and warranties, express or implied, shall inure to the benefit of both the District and the Contractor during the performance of the Work. Upon final completion of the Work, such guarantees and warranties shall inure to the benefit of the District.
  - (d) The Contractor and the Subcontractor agree that nothing contained in the Subcontract shall be deemed to create any privity of the Contract between the District and the Subcontractor, nor does it create any duties, obligations, or liabilities on the part of the District to the Subcontractor except those allowed under California Law. In the event of any claim or dispute arising under the

**4. SUBCONTRACTORS AND SUPPLIERS-continued**

**d. Flow-Down Requirements-continued**

Subcontract and/or the Contractor's Contract with the District, the Subcontractor shall look only to the Contractor for any payment, redress, relief, or other satisfaction. The Subcontractor hereby waives any claim or cause of action against the District arising out of the Subcontract.

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

(f) No Subcontractor shall be permitted to perform the Work under the Contract until it, or the Contractor has supplied satisfactory evidence of required insurance to the District, in compliance with Section II C, Item #9 entitled "Insurance Requirements".

**5. GOODS**

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

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

**6. STANDARDS OF PERFORMANCE**

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

b. The District shall have the right, in its absolute discretion, to require the removal of Contractor's personnel at any level assigned to the performance of the Services or

**6. STANDARDS OF PERFORMANCE-continued**

Work, requests such removal in writing. Such personnel shall be promptly removed from the Project by the Contractor at no cost or expense to the District. Further, an employee who is removed from the Project for any reason shall not be re-employed on the Project.

**7. UNAUTHORIZED ACTIONS**

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

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

**8. CONTRACT TERMINATION**

**a. Termination for Convenience**

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

- Immediately discontinue all services affected (unless the notice directs otherwise) and,
- Deliver to the District all material and information as may have been involved in the provision of services, whether provided by the District or generated by the Contractor in the performance of this contract, whether completed or in process. Termination of this contract shall be as of the date of receipt of the Contractor of such notice.

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

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

**8. CONTRACT TERMINATION-continued**

**b. Termination for Default**

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

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

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

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

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

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

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

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

**8. CONTRACT TERMINATION-continued**

**b. Termination for Default-continued**

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

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

**9. RIGHTS IN PROPERTY**

**a. Title**

- (a) All property purchased by the Contractor for the District shall be hereinafter referred to as District property. Title to District property shall pass to and vest in the District upon the vendor's delivery and acceptance of such property by the contractor.
- (b) Title to District property shall not be affected by its incorporation into or attachment to any property not owned by the District, nor shall District property become a fixture or lose its identity as personal property by being attached to any real property.
- (c) The title transferred as described above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances. The Contractor shall not pledge or otherwise encumber the items in any manner that would result in any lien, security interest, charge, and/or claim upon or against said items.
- (d) The contractor shall promptly execute, acknowledge, and deliver to the District proper bills of sale or other written instruments of title in a form as required by the District; said instruments shall convey to the District title to material free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.
- b. The District property shall be used only for performing work on the contract or purchase order unless otherwise provided in the Contract or approved by the District's Chief Procurement Officer.

## **10. CHANGES**

- a. The term "Change(s)," as used herein, means substitutions, additions, or deletions which result in revisions to the Contract or Purchase Order. Change does not mean work performed by the Contractor to correct defective Work caused by the Contractor's negligent acts, errors or omissions.
- b. The District may at any time, and from time to time without invalidating the Contract or Purchase Order, make Changes in the Scope of Work. The District and Contractor will endeavor to reach mutual agreement regarding costs and Schedule associated with the Change; however, the District reserves the right to unilaterally direct the Contractor to perform the Changed Work. Such Changes, including any increase or decrease in the amount of the Contractor's compensation and/or the period of performance, shall be incorporated into the Contract or Purchase Order through the issuance of a Contract Amendment or Purchase Order Revision. All of the provisions of the Contract shall apply to Changes. Upon receipt of a Contract Amendment or Purchase Order Revision, approved by the District, the Contractor shall continue performance of the Scope of Work as modified by the Amendment.
- c. If a Fixed Fee is a part of the compensation for the Contract or Purchase Order, it is the agreed intent of the parties that the Fixed Fee is an amount fixed at the inception of a Purchase Order with respect to the Work planned and Scheduled as set forth in the Scope of Work and is not intended to vary with actual costs for the Work. A Contract Amendment or Purchase Order Revision issued hereunder may, but will not automatically, result in a Change to the Fixed Fee.

## **11. ASSIGNMENT**

- a. The Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or a Purchase Order (or the right, title, or interest in it or any part of it) without the prior written consent and endorsement of the District, which consent shall not be unreasonably withheld.
- b. No rights under the Contract shall be asserted against the District, in law or in equity, by reason of any assignment of the Contract, or any part thereof, unless authorized by the District as specified in this Article.
- c. Any assignment of proceeds of the Contract shall be subject to all proper setoffs and withholdings in favor of the District and to all deductions specified in the Contract or Purchase Order. All monies withheld, whether assigned or not, shall be subject to being used by the District for completion of the Work, pursuant to the terms of the Contract. In the event that the District consents to such assignment of monies, written notice thereof shall be given by the Contractor to the District at least ten (10) days before payment is due.

## **12. SEVERABILITY**

In the event any Article, section, Subarticle, paragraph, sentence, clause, or phrase contained in the Contract or Purchase Order shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other Articles, sections, Subarticles, paragraphs, sentences, clauses, or phrases of the Contract or Purchase Order, which shall remain in full force and effect as if the Article, section, Subarticle, paragraph,



**13. SEVERABILITY-continued**

sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Contract or Purchase Order.

**14. GOVERNING LAW**

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

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

**15. PUBLIC RECORDS ACT**

a. All records, documents, drawings, plans, specifications and other information relating to conduct of the District's business, including information submitted by the Contractor shall become the exclusive property of the District and shall be deemed public records. Said materials are subject to the provisions of the California Public Records Act (Government Code Sections 6250 et. seq.). The District's use and disclosure of its records are governed by this Act. The District will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.

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

**16. AGENT TO ACCEPT SERVICE**

The Contractor shall maintain a duly authorized agent as identified in Section II.A, Item #16 ("Name and Nature of Bidder's Legal Entity") to accept service of legal process on its behalf, and shall keep the District advised of such authorized agent name and address during the duration of the Contract and for three (3) years after Final Payment, or as long as the Contractor has warranty obligations under Section II C, Item #13 entitled "Manufacturer's Warranty", whichever period terminates later. In the event that no such duly authorized agent is on file with the District, the Contractor agrees that the Secretary of State of the State of California shall be the Contractor's authorized agent for service of legal process.

**17. NO WAIVER**

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

No waiver by the District of any breach of any provision of the Contract shall constitute a waiver of any other breach or of such provision. Failure or delay by the District to insist upon strict performance of any terms or conditions of the Contract, or to exercise any rights or remedies provided herein by law, shall not be

**17. NO WAIVER-continued**

deemed a waiver of any right of the District to insist upon strict performance of the Contractor's obligations set forth in the Contract, or any of its rights or remedies as to any prior or subsequent default hereunder.

**18. CONFIDENTIALITY**

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

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

**19. DISCRIMINATION**

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

**20. VEHICLE SAFETY AND SECURITY**

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

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

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

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

## **21. HOLD HARMLESS CLAUSES**

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

- a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Contract, however caused, unless such injury is caused by the negligence or willful misconduct of the District.
- b. Any injury to person or property sustained by any person firm or corporation, caused by any act, neglect, default, or omission of the Contractor or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Contract.
- c. Any liability that may arise from the furnishing or use of any copyrighted composition, or patented invention, under this Contract. It is the intent of the District to adhere to the provisions of the copyright laws; this hold harmless shall not apply to any claim by Contractor that District has infringed a patent or copyright of Contractor.

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

## **22. AUDIT AND INSPECTION OF RECORDS**

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

The Contractor shall make said evidence (or to the extent accepted by the District, photographs, micro-photographs, or other authentic reproductions thereof) available to the District at the District's or the Contractor's offices (to be specified by the District) at all reasonable times and without charge to the District. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District. The Contractor shall, at no cost to the District, furnish assistance for such examination/audit.

The Contractor and its Subcontractors and Suppliers shall keep and preserve all such records for a period of at least 3 years from and after final payment or if the Contract is terminated in whole or in part until 3 years after the final Contract close-out. The District's rights under this section shall also include access to the Contractor's offices for the purpose of interviewing the Contractor's employees.

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

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

**23. ENVIRONMENTALLY PREFERRED PRODUCT PROCUREMENT PROGRAM**

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

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

**ENVIRONMENTAL PREFERENCE**

- a. The District may give a preference, all other factors being equal, for environmentally preferable products.
- b. The District encourages the maximum feasible use of environmentally preferable packaging products, reusable packaging, and returnable packaging materials for all deliveries of goods and materials.
- c. The District requires all bidders for goods and materials to offer environmental alternatives to virgin products offered in response to bid specifications. Suppliers of goods and materials with recycled content will be required to provide the amount of "post-consumer content" and/or "pre-consumer recycled content" by weight percent for the goods and materials provided.
- d. The District may provide for product servicing and product life extension service. To the maximum extent feasible, all machinery and electronic equipment provided should allow for the manufacturer/contractor to accept used equipment and goods, at the end of their planned useful life, or when they are declared surplus, for recycling purposes.

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

#### **24. SWEAT-FREE PROCUREMENT POLICY**

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

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

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

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

#### **25. PRODUCT SAFETY COMPLIANCE**

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

#### **26. PUBLIC WORKS CONTRACTOR REGISTRATION**

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

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

**26. PUBLIC WORKS CONTRACTOR REGISTRATION-continued  
PREVAILING WAGE REQUIREMENT – (if applicable)**

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

**Labor Compliance Program**

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

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

**Prevailing Wage**

- (1) This Project is a public works Project, as defined in Labor Code section 1720, and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 California Code of Regulations (CCR) sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects.
- (2) Pursuant to Labor Code sections 1770 *et seq.*, District has obtained from the Department of Industrial Relations determinations of the prevailing wage rates and the prevailing wage rates for holiday and overtime work for Los Angeles County where the Project is to be performed. Copies of these prevailing wage rates are on file and available to any interested party upon request at the District principal office and the following websites: [www.laschools.org/contractor/lc](http://www.laschools.org/contractor/lc) or [www.dir.ca.gov/dlsr/pwd](http://www.dir.ca.gov/dlsr/pwd).
- (3). Questions pertaining to prevailing wage rates should be directed to the Labor Compliance Department or to the Division of Labor Statistics and Research at the following respective addresses:

Labor Compliance Department	or	DLSR
333 S. Beaudry Ave, 21st Floor		P.O. Box 420603
Los Angeles, CA 90017		San Francisco, CA 94142
(213) 241-4665		(415) 703-4774

**26. PUBLIC WORKS CONTRACTOR REGISTRATION-continued**

- (4) Contractor/Firm shall post at appropriate and conspicuous locations on the Project site the following:
  - a. A schedule showing all applicable prevailing wage rates in accordance with Labor Code section 1773.2;
  - b. Notice of LCP approval and prevailing wage monitoring sufficient to satisfy Title 8 CCR sections 16429 and 16451(d).
- (5) Contractor/Firm and all Subcontractors must provide itemized wage statements to their employees in accordance with Labor Code section 226.
- (6) Contractor/Firm represents and warrants that the Contract Amount includes sufficient funds to allow Contractor/Firm and all Subcontractors to comply with all applicable laws and contractual requirements. Contractor/Firm shall defend, indemnify and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to the failure of Contractor/Firm or any Subcontractor to comply with any applicable law in this regard, including, but not limited to Labor Code section 2810. Contractor/Firm agrees to pay any and all assessments, including wages, penalties and liquidated damages, made against District in relation to such failure.
- (7) Failure to comply with the payment of prevailing wages shall result in a penalty to the District pursuant to Labor Code section 1775 and applicable regulations, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate for the work or craft in which such worker is employed by the Contractor/Firm or Subcontractor. This includes, but it not limited, to the failure to pay applicable shift differential rates.
- (8) The Contractor/Firm and the bond insurer will be jointly and severally liable for the back wages, penalties, and/or Labor Code Liquidated Damages dues as a result of a prevailing wage violation. "Labor Code Liquidated Damages" are equal to the total underpayment of wages remaining uncorrected sixty (60) days after service of the Notice of Withholding of Contract Payments pursuant to Labor Code section 1742.1. The underpaid employee will receive both the liquidated damages and the underpayment amount.
- (9) Pursuant to Labor Code section 1778, every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives or conspires with another to take or receive, for his own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony.

## **26. PUBLIC WORKS CONTRACTOR REGISTRATION-continued**

### **Apprentices**

- (1) Contractor/Firm and all Subcontractors shall comply with requirements in Labor Code section 1777.5 and Title 8 CCR sections 200 *et seq.* Contractor/Firm is responsible for compliance with Labor Code section 1777.5 for all apprenticeable crafts or trades. Contractor/Firm and any Subcontractor(s) who fail to comply with Labor Code section 1777.5 shall be subject to penalties specified in Labor Code section 177.7.
- (2) Contractor/Firm and all Subcontractors shall submit contract award information using the Division of Apprenticeship Standards (DAS 140) Form to the applicable apprenticeship committee within ten (10) days of the date of execution of contract and no later than the first day of work as per Title 8 CCR section 230. Contractor/Firm shall simultaneously submit a copy of the completed DAS 140 Form to District Labor Compliance Program.

### **Working Hours**

- (1) Contractor/Firm and all Subcontractors shall comply with the following provisions for working hours:
  - a. Pursuant to Labor Code section 1810, eight (8) hours labor shall constitute a legal day's work.
  - b. Pursuant to Labor Code section 1811, the time of service of any worker employed at any time by Contractor/Firm, of any tier, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as otherwise provided by law.
  - c. Notwithstanding the foregoing provisions, work performed in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours per week at not less than one and one-half (1 ½) times the basic rate of pay, or as otherwise required by law. All work performed on Saturday, Sunday, and/or holiday shall be paid pursuant to the Prevailing Wage Determination.
  - d. Unless otherwise provided in the Supplementary Conditions, where a single shift is worked, eight (8) consecutive hours between 7 AM and 5 PM shall constitute a work day at straight time for all workers;
  - e. Unless otherwise provided in the Supplementary Conditions, forty (40) hours between Monday 7 AM and Friday 5 PM shall constitute a workweek at straight time;
  - f. The District's Labor Compliance Program audit and investigation uses the working hours referenced above and determines violations and penalties accordingly, unless evidence is found to the contrary, such as in the Supplementary Conditions, or is prescribed by law.



**26. PUBLIC WORKS CONTRACTOR REGISTRATION-continued**

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

**Certified Payroll Reporting Forms and Payroll Records**

- (1) Contractor/Firm shall be responsible for the submission of electronic certified payroll records of Contractor/Firm and all Subcontractors within ten (10) days of the week ending date of each week. Contractor/Firm shall submit weekly electronic certified payroll records, including certified Non-Performance payroll records, in the method provided by District Web-based Certified Payroll Reporting System, to District Labor Compliance Program. When a Contract has various school projects, Certified Payroll Reporting Forms for each individual school shall be maintained and submitted in the method provided by District.
- (2) Contractor/Firm must comply with all requirements of District Web-based Certified Payroll Reporting System, including, but not limited to, electronic signature, electronic submittal of documents and forms, and use of other electronic modules. This obligation includes compliance with all existing requirements and all new requirements developed during the term of the Project.
- (3) Contractor/Firm shall submit to District Labor Compliance Program, an estimated start date for all Subcontractors, within five (5) days of the Subcontractor work start date and shall submit a revised estimate, if applicable, within five (5) days of knowledge of any changes to any estimated start date. This document must contain the name and address of each Subcontractor, each Subcontractor's license number and the estimated start date.
- (4) Contractor/Firm shall provide, and shall cause all Subcontractors to provide, "Payroll Records" as defined in Title 8 CCR section 16000 to District, within ten (10) days of written request, at no cost to District. "Payroll Records" are all un-redacted certified payroll records, time cards, sign-in sheets, daily construction reports, check stubs, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, recipes or other evidences which reflect the job assignments, work schedules by days and hours, and the disbursement by way of cash, check or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to the Project. All received documents will become property of District.
- (5) Failure to submit Payroll Records within ten (10) days of such due date shall result in a penalty to District pursuant to Labor Code section 1776 and applicable regulations, until strict compliance is effectuated.

## **26. PUBLIC WORKS CONTRACTOR REGISTRATION-continued**

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

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

### **Withholding of Contract Payments**

- (1) District will withhold payments from Contractor/Firm in accordance with its rights and obligations under Labor Code section 1720 *et seq.* and applicable regulations, including for all back wages, penalties and Labor Code Liquidated Damages.
- (2) Notwithstanding any other provision in this contract, District may withhold payment from any portion of the Contract Amount then or thereafter due the Contractor/Firm for violation by Contractor/Firm or any Subcontractor of the requirements of this PREVAILING WAGE REQUIREMENT section and for Payroll Record Liquidated Damages. Without limitation to the foregoing, payment shall not be made to the Contractor/Firm when certified payroll records by Contractor/Firm or any of its Subcontractors are delinquent or inadequate in accordance with Title 8 CCR 16435.

### **INCORPORATION BY REFERENCE**

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

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

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

- 1) The Project Stabilization Agreement (“PSA”) applies to all construction, major rehabilitation work, and capital improvement work, as set forth in the Contract. Consultant agrees to be bound by the PSA and to require all Subcontractors to do so. For information pertaining to PSA, Consultant can refer to the following web address: <http://www.laschools.org/new-site/project-stabilization/> .
- 2) The District has designated Tybouy Tang-Wong as the District’s authorized representative, assisting consultants to comply, and monitoring compliance, with the PSA. Tybouy Tang-Wong can be reached at (213) 241-7077 and at [Tybouy.tang-wong@lausd.net](mailto:Tybouy.tang-wong@lausd.net) .
- 3) Building/Construction Inspector and Field Soils and Materials Testers (“FSMT”) are a covered craft under the PSA.
- 4) Per the Operating Engineers Union’s December 6, 2001, letter to the California Department of Industrial Relations, and for purposes of the PSA and this Agreement, the services that are provided by an FSMT include, without limitation, “special grading, excavation filling, soils used in construction, concrete sampling, density testing and various types of verification tests.”
- 5) Consultant’s compliance with the PSA would include, among other obligations, Consultant’s:
  - a. Electronically sign a Letter of Assent (LOA) for each covered District project to which the Consultant is assigned. Effective immediately, the District will no longer accept hard copies of the LOAs. You are required to electronically execute the PSA LOA via the District’s LCP online Certified Payroll System at [www.laschools.org/lcp](http://www.laschools.org/lcp). This is a requirement for the prime contractor and subcontractors of every tier. For more information and/or technical support, please call (213) 241-4647 or email [lcp@lausd.net](mailto:lcp@lausd.net)
  - b. Following the PSA guidelines regarding hiring procedures;
  - c. Making and timely submitting certified payroll reports;
  - d. Paying minimum prevailing wages, where applicable;
  - e. Executing union participation agreements when appropriate (as specified by the PSA);
  - f. Making fringe benefit contributions based upon the certified payroll reports, participation agreements, and Letters of Assent.

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

- 6) If the PSA applies to these Services, Consultant must also comply with all of the following provisions:
  - a. Consultant must post flyers provided by the District relating to employee benefits at appropriate and conspicuous locations on Project site.
  - b. Consultant shall cause a sign to be posted on the job site stating, in English and Spanish, in large enough print to read from a reasonable distance, no less than 32 point font size, "Employees: Your employee benefits payments are being paid to a trust fund on your behalf. Your employer must provide you information about your benefits and make documentation about your benefits available to you.
  - c. Consultant must submit with its final Application for Payment a certification that Consultant and all Subcontractors have paid all benefit contributions due and owing to the appropriate trust fund(s). If District Web-Based Certified Payroll Reporting System contains a form for such certification, Consultant must use such form and submit it in the method required by District Web-based Certified Payroll Reporting system.
  - d. Prior to making final payment to each Subcontractor, Consultant shall obtain written releases from all appropriate trust funds affirming that such Subcontractor has paid all required employee benefits.
- 7) To the extent that the Services include the services of a craft covered by the PSA, and the other PSA criteria listed above apply, Consultant agrees to comply with the PSA. The PSA will supersede the Master Labor Agreement when a subject is covered in both agreements, per section 2.7 of the PSA. The State of California Director of Industrial Relations, General Prevailing Wage Determinations, supersedes both the PSA and Master Labor Agreement.
- 8) District Labor Compliance Program may monitor the timely payment of employee benefits to the appropriate trust fund in accordance with the PSA and Labor Code section 1771.5.

**THIS SPACE LEFT INTENTIONALLY BLANK**

## **SECTION V.**

### **SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM**

- A. It is the District's policy to encourage participation by Small Business Enterprise (SBE) firms in contract activity. On February 25, 2003 the Board of Education established a Small Business Enterprise (SBE) goal to "Establish a District-wide small business participation goal of 25 percent for all contracts and procurement activities". Bidders/ proposers which include SBE firms in their proposal/bid must detail the SBE status of those firms on the SBE Utilization Report. Firms which meet the United States Small Business Administration size standards, or which have already been recognized by the LAUSD as a small business, or which are certified by a government agency or third party entity shall be considered SBE for the purposes of this program. The use of SBE partners/sub-contractors or participation in Federal agency small business programs will also be accepted as a response. Bidders/proposers are responsible for the verification of the SBE status of any firm represented as an SBE firm used in any proposal or bid. Misrepresentation of a firms' SBE status may jeopardize future contracting opportunities. Size standards may be viewed at:

<http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/index.html>

- B. The LAUSD affirmatively assures that all firms will be afforded full opportunity to submit bids/proposals in response to this IFB and will not be discriminated against on the grounds of race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition) in consideration for an award.
- C. LAUSD advises potential bidders/proposers that the SBE participation which the bidder/proposer commits to in their bid/proposal package becomes the goal of record. The LAUSD will enforce the SBE participation proposed.
- D. Firms claiming SBE participation must execute a copy of the SBE Utilization Report included in this IFB/RFP package, and include it in their RFP/IFB response. Firms not submitting an SBE Utilization report may be determined to have no SBE participation.

### **MONITORING/PENALTIES**

Contract Administration will be responsible for monitoring the SBE program.

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



**LOS ANGELES UNIFIED SCHOOL DISTRICT  
SMALL BUSINESS ENTERPRISE PROGRAM  
UTILIZATION REPORT**

**Bid No.: 2000002150**

The Los Angeles Unified School District encourages participation by Small Business Enterprise (SBE) firms in procurement activity. Proposers/ bidders including SBE firms in their responses must execute a copy of this Report and include it with their RFP/IFB response. Firms which do not return this report may be determined to have no SBE participation. Bidders/proposers that are SBE firms shall check the first box on the form. Majority firms responding to the SBE program will list SBE sub-contractors/partners or attach their annual small business contracting report (SF-295, Dept. of Agriculture SBE report, etc.) Size standards, which define SBE status, are available at: <https://www.sba.gov/size-standards/>

Firm Name \_\_\_\_\_ IFB# \_\_\_\_\_

**SBE STATUS (check one)**

Our firm is certified within the LAUSD system of record (SAP) as an SBE.  
LAUSD Vendor No. \_\_\_\_\_

Our firm is certified with an LAUSD reciprocal agency listed below (proof of Small Business, Micro-Business or Disabled Veteran-Owned Business Certification is attached).

Our firm utilizes certified SBE subcontractors. These subcontractors have SBE certification documented within the LAUSD system of record (SAP). Please list LAUSD registered subcontractors and SAP vendor number).

No SBE utilization.

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

Representative \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_ Telephone \_\_\_\_\_

## **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) UTILIZATION PROGRAM**

- A. It is the District's policy to encourage participation by Disabled Veteran Business Enterprise (DVBE) firms in contract activity. On October 13, 2015, the Board of Education established a Disabled Veteran Business Enterprise participation goal of five percent (5%) for all contracts and procurement activities. Bidders/ proposers which include DVBE firms in their proposal/bid must detail the DVBE status of those firms on the DVBE Utilization Report.

Firms which have a valid DVBE certification from the California Department of General Services shall be considered DVBE for the purposes of this program. The use of DVBE partners/sub-contractors will also be accepted as a response. Bidders/proposers are responsible for the verification of the DVBE status of any firm represented as a DVBE firm used in any proposal or bid. Misrepresentation of a firms' DVBE status may jeopardize future contracting opportunities.

DVBE certification eligibility requirements are available at:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

- B. The LAUSD affirmatively assures that all firms will be afforded full opportunity to submit bids/proposals in response to this IFB/RFP and will not be discriminated against on the grounds of race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition) in consideration for an award.
- C. LAUSD advises potential bidders/proposers that the DVBE participation which the bidder/proposer commits to in their bid/proposal package becomes a contract requirement. The LAUSD will enforce the DVBE participation proposed.
- D. Firms claiming DVBE participation must execute a copy of the DVBE Utilization Report included in this IFB/RFP package, and include it in their RFP/IFB response. Firms not submitting a DVBE Utilization report may be determined to be non-responsive.

### **MONITORING/PENALTIES**

The Procurement Services Division will be responsible for monitoring the DVBE program.

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



**LOS ANGELES UNIFIED SCHOOL DISTRICT  
DISABLED VETERAN ENTERPRISE PROGRAM  
UTILIZATION REPORT**

**Bid No.: 2000002150**

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

Firm Name \_\_\_\_\_ IFB# \_\_\_\_\_

**DVBE STATUS (check one)**

- Our firm(s) is a certified DVBE certified by the California Department of General Services. DGS No. \_\_\_\_\_
- Our firm utilizes DVBE subcontractors. (List DVBE firms utilized, including their DGS number, and the percentage)

\_\_\_\_\_  
\_\_\_\_\_

- No DVBE utilization
- Non-profit organization
- Educational institution
- Government agency

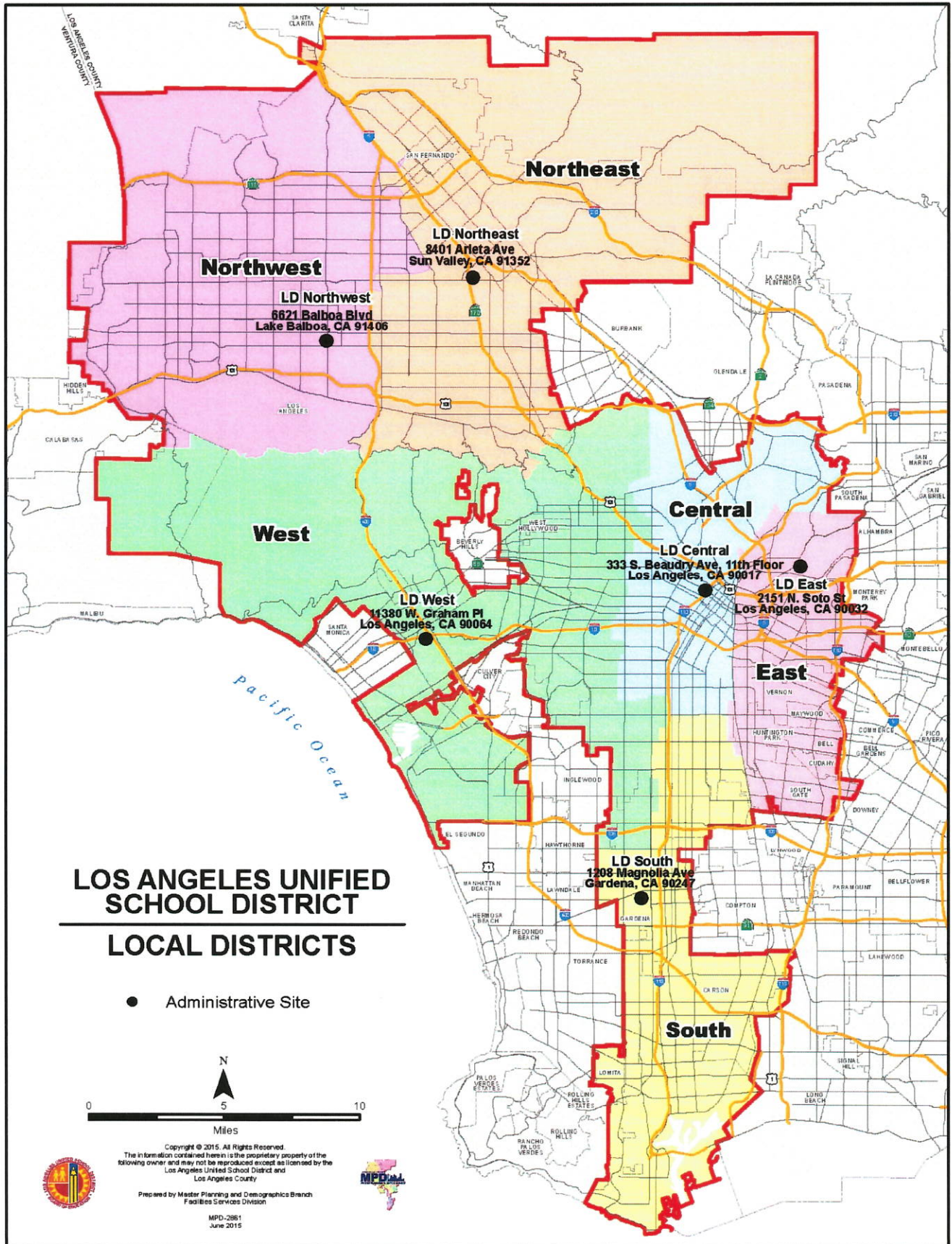
By signing below, bidders/proposers represent that this is an accurate representation of the DVBE status or utilization for the firm(s) participating in this contract.

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Telephone \_\_\_\_\_



# DISTRICT MAP



## FRAUD IS INVESTIGATED BY THE OFFICE OF THE INSPECTOR GENERAL



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

Examples of offenses and corresponding maximum sentences are:

*15 U.S.C. §1 Conspiracy to Restrain Trade - 10 years*

*18 U.S.C. §1341 Mail Fraud - 20 years*

*18 U.S.C. §1344 Bank Fraud - 30 years*

*18 U.S.C. §1349 Conspiracy to Commit Wire Fraud - 20 years*

*18 U.S.C. §1956 Money Laundering - 20 years*

*California Penal Code §487 Grand Theft – 3 years*

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

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

# Los Angeles Unified School District

## Procurement Services Division

AUSTIN BEUTNER  
*Superintendent*

MEGAN K. REILLY  
*Deputy Superintendent*

DAVID D. HART  
*Chief Financial Officer*



JANICE SAWYER  
*Interim Business Manager*

JUDITH REECE  
*Chief Procurement Officer*

YVETTE MERRIMAN-GARRETT  
*Director, Contracts Administration  
And Procurement Branch*

January 14, 2021

### ADDENDUM NO. 1

#### COVERING

#### CHANGES TO THE INVITATION FOR BID (IFB) 2000002150

**Date Issued:** December 22, 2020

**IFB No.:** 2000002150

This Addendum No. 1 is issued prior to receipt of bids. Please note the following changes:

1. The deadline for bid submittal has been changed to January 28, 2021 at 11 a.m. Please replace the cover page, cover letter, no bid response form, and page 5 of the IFB with the attached updated pages.
2. Section II.C.38 has been revised to describe the lease of computer systems. Please replace page 43 of the IFB with the attached updated page 43.

**INCLUDE THIS ADDENDUM WITH YOUR BID SUBMITTAL.  
ALL OTHER TERMS AND CONDITIONS OF THE IFB SHALL REMAIN THE SAME.**

Sincerely,

---

Kent Huang  
Purchasing Services Manager  
Los Angeles Unified School District



**WARNING!**

**BID PACKAGES MUST BE  
RETURNED IN ITS ENTIRETY**

## LOS ANGELES UNIFIED SCHOOL DISTRICT

Procurement Services Center – Contract Administration

8525 Rex Road  
Pico Rivera, CA 90660  
(562) 654-9007

INVITATION FOR BID  
(IFB)

IFB FOR PERSONAL COMPUTER SYSTEMS AND RELATED EQUIPMENT AND SERVICES

IFB NO. 2000002150

DATE ISSUED: DECEMBER 22, 2020

DATE ADVERTISED: DECEMBER 22, 2020 and  
DECEMBER 29, 2020

LAST DAY FOR QUESTIONS: JANUARY 8, 2021

SUBMITTAL DATE: JANUARY 28, 2021

ANTICIPATED CONTRACT START DATE:  
JUNE 15, 2021

BIDDER'S (FIRM) NAME: \_\_\_\_\_

Note: All bidders are required to submit a printed bid in its entirety and one copy of the entire bid on a CD or Flash Drive.



# LOS ANGELES UNIFIED SCHOOL DISTRICT

Procurement Services Center – Contract Administration

8525 Rex Road

Pico Rivera, CA 90660

(562) 654-9007

DATE: December 22, 2021

ATTENTION: Prospective Bidder

SUBJECT: INVITATION FOR BID (IFB) FOR: **PERSONAL COMPUTER SYSTEMS AND RELATED EQUIPMENT AND SERVICES**

The Los Angeles Unified School District, Contract Administration Branch, is seeking bids for **PERSONAL COMPUTER SYSTEMS AND RELATED EQUIPMENT AND SERVICES** as outlined in the attached. The resultant unit cost requirements contract, if awarded, will be for a **36-month** period, with the options to renew for two (2) additional twelve (12) months. The contract will be State and/or locally funded, and is subject to fiscal year funding. District contract awards are made in accordance with authority granted to the Los Angeles Board of Education under California Law (e.g. the Public Contract Code, Education Code and Government Code).

You are hereby invited to submit to the District a bid to furnish all the labor, materials, and any other related items required for performance under the subject IFB. **An original and two (2) electronic versions of the entire bid on a flash drive, (plus an additional hard copy of the entire original bid), must be submitted in a sealed envelope, and delivered by hand or mail to the address below no later than 11:00 a.m. local time on January 28, 2021** Bids received after that time will not be considered. In order to accommodate bidders during the COVID-19 protocols, we have stationed a bid drop box outside the main lobby of the Procurement Services Center. The IFB designation number **2000002150** must be inscribed upon the face of the submission package.

Los Angeles Unified School District  
Procurement Services Center  
Main Lobby/Reception Desk  
8525 Rex Road  
Pico Rivera, CA 90660

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

**All communications in connection with this IFB shall be provided in writing and submitted online only, on or before the last day for questions, January 8, 2021 through the Vendor Registration Website: <http://achieve.lausd.net/Page/3904>.**

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



# LOS ANGELES UNIFIED SCHOOL DISTRICT

Procurement Services Center – Contract Administration

8525 Rex Road

Pico Rivera, CA 90660

(562) 654-9007

**Bid No.: 2000002150**

**Date of Bid Opening: January 28, 2021**

## “NO-BID” RESPONSE FORM

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

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

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

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

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

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

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

### BIDDER’S (FIRM) INFORMATION:

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **NAME & TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**BID TITLE: PERSONAL COMPUTER SYSTEMS AND RELATED EQUIPMENT AND SERVICES**



# LOS ANGELES UNIFIED SCHOOL DISTRICT

Procurement Services Center – Contract Administration  
8525 Rex Road  
Pico Rivera, CA 90660  
(562) 654-9007

## IFB AND CONTRACT FOR: PERSONAL COMPUTER SYSTEMS AND RELATED EQUIPMENT AND SERVICES

IFB No.: 2000002150

SUBMISSION DATE: January 28, 2021

FOR: INFORMATION TECHNOLOGY DIVISION

### SECTION II.

#### A. BID FORM AND RATE SCHEDULE INSTRUCTIONS

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

#### 1. SCOPE OF CONTRACT

The scope of the contract is to provide **PERSONAL COMPUTER SYSTEMS AND RELATED EQUIPMENT AND SERVICES** (no refurbished, reconditioned, opened boxes, or gray market systems for the purchase and lease of equipment) in accordance with all the terms, conditions and specifications specified herein.

#### 2. TERM OF UNIT RATE REQUIREMENTS CONTRACT

The term of the Contract will be **thirty-six (36) months (the “Initial term”)**. **The Contract is subject to two (2) additional twelve (12) month option renewals, for a maximum of five (5) years total (“Contract Term”)**. Any request for extension must be requested by the Contractor in writing no later than ninety (90) days prior to the expiration date of the existing agreement. Extended contract period(s) granted by the District would be subject to the same terms and/or conditions. Provisions for rate adjustments would be subject to the “Adjustment to the Rate Schedule” provision. The anticipated start date for work hereunder will be on or about June 15, 2021. Funding is contingent on fiscal year availability.

#### 3. OPTIONS

Provided that this Agreement has not expired or otherwise been terminated, LAUSD shall have the option to renew this Agreement for up to two (2) additional twelve (12) month periods (as specified by LAUSD in any renewal notice delivered hereunder) by delivering written notice of such renewal to contractor at least thirty (30) calendar days before expiration of the then-current term. All of the terms of this Agreement shall continue to apply without change during any renewal period. Provisions for price adjustments would be subject to the “Adjustment to the Rate Schedule” provision.

**35. LINKED LEARNING PROGRAM (OPTIONAL)**

The District is committed to graduating students that are college and career ready. The Linked Learning model, a teaching and learning approach, transforms students' high school experience by bringing together strong academics, in partnership with rigorous career preparation and real-world experiences to help students gain an advantage in high school, post-secondary education, and career preparation. Students follow industry-themed pathways, choosing among fields such as engineering, arts and media, or biomedicine and health. A strong work-based learning component offers students opportunities to learn through real world experiences that enhance classroom instruction.

There are many ways employers share their time, expertise, and support with schools. Please let the District know whether your company is interested in engaging in this program or already engaged in a similar program schools can participate in.

**36. OPEN CATALOG INTERFACE (OCI) REQUIREMENT**

Contracts awarded under this IFB must be able to interface to the District's new financial system (SAP/LRP) using the Open Catalog Interface (OCI). Contractors awarded under this contract are expected to be able to develop a secure Punch-Out Catalog with District specific contract pricing and items no later than the first year of the contract utilizing SAP's OCI.

- a. The Punch-Out OCI catalog needs to be able to provide a cross catalog search.
- b. The Punch-Out OCI catalog needs to be user friendly by providing different search criteria to identify items by description, price, category, etc.
- c. The awarded contractor needs to support the District's testing requirement in the development and quality environments.
- d. The awarded contractor will be responsible for maintaining the catalog with the latest contract changes like pricing, discontinued items, new items, etc.

Prior to the catalog being developed, the District will meet with the awarded contractor to discuss the catalog's content and specific District requirements.

**37. BIDDER MINIMUM REQUIREMENT**

Bidder must have a minimum of five (5) years of experience providing deployment services for a large enterprise organization, federal, state and/or a school district. Deployment services shall be defined as services including configuration, imaging, provisioning and integration services for 15,000 to 30,000 units of computing systems.

**38. LEASE OF COMPUTER SYSTEMS**

The lease of the computer systems shall comply with the same minimum specification in Section II.C technical specifications and Section II.D product specifications for the computer system category indicated. Computer system shall be new or Factory certified refurbished unit. The lease fee must include the cost of erasure of data after the term of the rental agreement ends. The Contractor must provide certification to the District confirming that each of the computer system data has been fully erased.



# Los Angeles Unified School District

## Procurement Services Division

AUSTIN BEUTNER  
*Superintendent*

MEGAN K. REILLY  
*Deputy Superintendent*

DAVID D. HART  
*Chief Financial Officer*



JANICE SAWYER  
*Interim Business Manager*

JUDITH REECE  
*Chief Procurement Officer*

YVETTE MERRIMAN-GARRETT  
*Director, Contracts Administration  
And Procurement Branch*

January 19, 2021

### ADDENDUM NO. 2

#### COVERING

#### CHANGES TO THE INVITATION FOR BID (IFB) 2000002150

**Date Issued:** December 22, 2020

**IFB No.:** 2000002150

This Addendum No. 1 is issued prior to receipt of bids. Please note the following changes:

1. Section II.C.25 has been revised to state that the Los Angeles Unified School District will accept manufacturers on the most recent Gartner Group Report. Please replace page 37 of the IFB with the attached, updated page 37.

**INCLUDE THIS ADDENDUM WITH YOUR BID SUBMITTAL.  
ALL OTHER TERMS AND CONDITIONS OF THE IFB SHALL REMAIN THE SAME.**

Sincerely,

---

Kent Huang  
Purchasing Services Manager  
Los Angeles Unified School District

## **24. SOFTWARE COMPATIBILITY AND INTEROPERABILITY**

LAUSD strives to use commercial off the shelf (COTS) software applications whenever available. In some instances, the District has customized these applications to meet its business and instructional needs. It is the Contractor's responsibility to work with software vendors and development organizations to assure that these applications work on the hardware and the operating system being sold by the Contractor to the District.

## **25. MANUFACTURER TIERING REQUIREMENT**

Due to the sheer size and purchasing volume of the District, and the geographic area which it serves, the District requires a Contractor(s) with adequate resources, infrastructure and financial strength to support its contracting needs with minimal risks. Therefore, the District requires the Bidder/Contractor to supply those products by Manufacturers who are identified within the "Magic Quadrant" as defined by the most recent Gartner Group report titled "Magic Quadrant for Global Enterprise Desktops and Notebooks".

Additionally, manufacturers must have a top tier track record, in part evidenced by having been a consistent supplier of desktop, laptop, tablet and server (including thin-client) technology systems for business and instructional use over the last 5 years and must have successfully provided these systems, and related integration services, to at least 3 separate school districts with no fewer than 250,000 students and staffing of no less than 40,000.

Manufacturers of computer equipment as bid must have a locally-based K-12 Education Marketing Team. Manufacturer's breadth and depth of business must have a demonstrated strategic focus on the K-12 education market nationally, and, especially, in California. The Manufacturer's financial stability must be strong, robust, and following an upward growth trend. The Manufacturer's annual computer equipment distribution volume for education must be 200,000 units or more to the K-12 education market.

## **26. BIDDER QUALIFICATIONS**

In order to be considered for an award, the Bidder shall meet the following requirements:

1. The Bidder shall be required to verify that they have been "In the Business" of providing this type of equipment/services in the education market for a minimum period of three (3) consecutive years.
2. The Bidder shall be required to verify that they are a "Certified Education Partner" and an "Authorized Warranty Repair Facility" in good standing with the manufacturer, at the time of bid closing.
3. The Bidder shall be required to provide the District with a "Statement of Support" from the manufacturer, verifying their support of product availability and/or warranty service in the fulfillment of this contract, with their bid submittal.
4. The Bidder shall be required to demonstrate the capabilities and functions of their Web site/page as related to the District's "Electronic Communication and Information Exchange Service" requirements. (See: Section II.C #27, "Electronic Communication and Information Exchange Service".) Bidder's Web site should be up and running at the time of bid closing for evaluation purposes.

# Los Angeles Unified School District

## Procurement Services Division

AUSTIN BEUTNER  
*Superintendent*

MEGAN K. REILLY  
*Deputy Superintendent*

DAVID D. HART  
*Chief Financial Officer*



JANICE SAWYER  
*Interim Business Manager*

JUDITH REECE  
*Chief Procurement Officer*

YVETTE MERRIMAN-GARRETT  
*Director, Contracts Administration  
And Procurement Branch*

January 22, 2021

### ADDENDUM NO. 3

#### COVERING

#### CHANGES TO THE INVITATION FOR BID (IFB) 2000002150

**Date Issued:** December 22, 2020

**IFB No.:** 2000002150

This Addendum No. 3 is issued prior to receipt of bids. Please note the following changes:

1. The deadline for bid submittal has been changed to February 8, 2021 at 11 a.m. Please replace the cover page, cover letter, no bid response form, and page 5 of the IFB with the attached updated pages.
2. Chromebook Specifications have been changed. Please replace page 51 of the IFB with the attached updated pages 51.a, 51.b, and 51.c
3. Category II of the Rate schedule has been changed to reflect Chromebook specification change. Please replace page 63 of the IFB with the attached updated pages 63.a, 63.b, 63.c, and 63.d. Further, please fill out the new Microsoft Excel Rate Schedule, file name "Computer Contract Amended Rate Schedule", associated with this addendum.

**INCLUDE THIS ADDENDUM WITH YOUR BID SUBMITTAL.**

**ALL OTHER TERMS AND CONDITIONS OF THE IFB SHALL REMAIN THE SAME.**

Sincerely,

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Kent Huang  
Purchasing Services Manager  
Los Angeles Unified School District



**WARNING!**

**BID PACKAGES MUST BE  
RETURNED IN ITS ENTIRETY**

## LOS ANGELES UNIFIED SCHOOL DISTRICT

Procurement Services Center – Contract Administration

8525 Rex Road  
Pico Rivera, CA 90660  
(562) 654-9007

INVITATION FOR BID  
(IFB)

IFB FOR PERSONAL COMPUTER SYSTEMS AND RELATED EQUIPMENT AND SERVICES

IFB NO. 2000002150

DATE ISSUED: DECEMBER 22, 2020

DATE ADVERTISED: DECEMBER 22, 2020 and  
DECEMBER 29, 2020

LAST DAY FOR QUESTIONS: JANUARY 5, 2021

SUBMITTAL DATE: FEBRUARY 8, 2021

ANTICIPATED CONTRACT START DATE:  
JUNE 15, 2021

BIDDER'S (FIRM) NAME: \_\_\_\_\_

Note: All bidders are required to submit a printed bid in its entirety and one copy of the entire bid on a CD or Flash Drive.



# LOS ANGELES UNIFIED SCHOOL DISTRICT

Procurement Services Center – Contract Administration  
8525 Rex Road  
Pico Rivera, CA 90660  
(562) 654-9007

DATE: December 22, 2021

ATTENTION: Prospective Bidder

SUBJECT: INVITATION FOR BID (IFB) FOR: **PERSONAL COMPUTER SYSTEMS AND RELATED EQUIPMENT AND SERVICES**

The Los Angeles Unified School District, Contract Administration Branch, is seeking bids for **PERSONAL COMPUTER SYSTEMS AND RELATED EQUIPMENT AND SERVICES** as outlined in the attached. The resultant unit cost requirements contract, if awarded, will be for a **36-month** period, with the options to renew for two (2) additional twelve (12) months. The contract will be State and/or locally funded, and is subject to fiscal year funding. District contract awards are made in accordance with authority granted to the Los Angeles Board of Education under California Law (e.g. the Public Contract Code, Education Code and Government Code).

You are hereby invited to submit to the District a bid to furnish all the labor, materials, and any other related items required for performance under the subject IFB. **An original and two (2) electronic versions of the entire bid on a flash drive, (plus an additional hard copy of the entire original bid), must be submitted in a sealed envelope, and delivered by hand or mail to the address below no later than 11:00 a.m. local time on February 8, 2021** Bids received after that time will not be considered. In order to accommodate bidders during the COVID-19 protocols, we have stationed a bid drop box outside the main lobby of the Procurement Services Center. The IFB designation number **2000002150** must be inscribed upon the face of the submission package.

Los Angeles Unified School District  
Procurement Services Center  
Main Lobby/Reception Desk  
8525 Rex Road  
Pico Rivera, CA 90660

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

**All communications in connection with this IFB shall be provided in writing and submitted online only, on or before the last day for questions, January 8, 2021 through the Vendor Registration Website: <http://achieve.lausd.net/Page/3904>.**

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



# LOS ANGELES UNIFIED SCHOOL DISTRICT

Procurement Services Center – Contract Administration  
8525 Rex Road  
Pico Rivera, CA 90660  
(562) 654-9007

**Bid No.: 2000002150**

**Date of Bid Opening: February 8, 2021**

## “NO-BID” RESPONSE FORM

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

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

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

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

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

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

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

### BIDDER’S (FIRM) INFORMATION:

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **NAME & TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**BID TITLE: PERSONAL COMPUTER SYSTEMS AND RELATED EQUIPMENT AND SERVICES**



# LOS ANGELES UNIFIED SCHOOL DISTRICT

Procurement Services Center – Contract Administration  
8525 Rex Road  
Pico Rivera, CA 90660  
(562) 654-9007

## IFB AND CONTRACT FOR: PERSONAL COMPUTER SYSTEMS AND RELATED EQUIPMENT AND SERVICES

IFB No.: 2000002150

SUBMISSION DATE: February 8, 2021

FOR: INFORMATION TECHNOLOGY DIVISION

### SECTION II.

#### A. BID FORM AND RATE SCHEDULE INSTRUCTIONS

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

#### 1. SCOPE OF CONTRACT

The scope of the contract is to provide **PERSONAL COMPUTER SYSTEMS AND RELATED EQUIPMENT AND SERVICES** (no refurbished, reconditioned, opened boxes, or gray market systems for the purchase and lease of equipment) in accordance with all the terms, conditions and specifications specified herein.

#### 2. TERM OF UNIT RATE REQUIREMENTS CONTRACT

The term of the Contract will be **thirty-six (36) months (the “Initial term”)**. **The Contract is subject to two (2) additional twelve (12) month option renewals, for a maximum of five (5) years total (“Contract Term”)**. Any request for extension must be requested by the Contractor in writing no later than ninety (90) days prior to the expiration date of the existing agreement. Extended contract period(s) granted by the District would be subject to the same terms and/or conditions. Provisions for rate adjustments would be subject to the “Adjustment to the Rate Schedule” provision. The anticipated start date for work hereunder will be on or about June 15, 2021. Funding is contingent on fiscal year availability.

#### 3. OPTIONS

Provided that this Agreement has not expired or otherwise been terminated, LAUSD shall have the option to renew this Agreement for up to two (2) additional twelve (12) month periods (as specified by LAUSD in any renewal notice delivered hereunder) by delivering written notice of such renewal to contractor at least thirty (30) calendar days before expiration of the then-current term. All of the terms of this Agreement shall continue to apply without change during any renewal period. Provisions for price adjustments would be subject to the “Adjustment to the Rate Schedule” provision.

## **CATEGORY II – CHROME OPERATING SYSTEMS**

### **ITEM**

### **NO.      PRODUCT DESCRIPTION**

4.      CHROMEBOX (Minimum specifications)
- Processor equivalent to a dual core 64-bit minimum Intel Celeron Processor 3867U or better (2MB Cache) running at 1.8 GHz or faster, Intel HD Graphics 610
  - 4GB RAM
  - 32GB Solid State Drive
  - Mouse/keyboard
  - Optional Monitor with appropriate inputs
  - 2 USB 3.0 or better ports
  - Front audio ports for microphone, speakers, and/or headphones
  - Capable of 1080 X 1024 HDMI Output
  - ChromeOS
  - 1-year warranty, on-site (no "carry-in" or "depot" procedures)
  - 24-hour repair or replace guarantee **priced as an option**
- 5a.     CHROMEBOOK NON-TOUCHSCREEN WITHOUT CELLULAR (Minimum specifications)
- Processor equivalent to a dual core 64-bit (32-bit support) minimum Intel Celeron N4000 or better (4MB Cache) running at 2.60GHz or faster
  - 4GB RAM
  - 32GB Solid State Drive (1:1), 64GB Solid State Drive (Shared Use)
  - Integrated Front-facing Camera
  - Trackpad
  - Keyboard
  - Student devices shall be rated MIL-STD-810G drop resistant and have pick-resistant keys
  - Wireless LAN capability which meets District's wireless minimum requirements for personal computing systems (see Section II.C.33)
  - Ethernet 10/100/1000 (Optional)
  - 11.6" minimum screen size
  - 2+ USB port 3.0 or better
  - Capable of a minimum of 1366x768 resolution
  - Battery capable of 6+ hours use between charges
  - USB-C Charging Port
  - Google Auto-Update Policy minimum of 5 years from date of order
  - ChromeOS
  - 1-year warranty, on-site (no "carry-in" or "depot" procedures)



- 1-year warranty for accidental screen damage **priced as an option**
- 24-hour repair or replace guarantee **priced as an option**
- 24-hour repair or replace guarantee **priced as an option**

5b. CHROMEBOOK NON-TOUCHSCREEN WITH CELLULAR (Minimum specifications)

- Processor equivalent to a dual core 64-bit (32-bit support) minimum Intel Celeron N4000 or better (4MB Cache) running at 2.60GHz or faster
- 4GB RAM
- 32GB Solid State Drive (1:1), 64GB Solid State Drive (Shared Use)
- Integrated Front-facing Camera
- Trackpad
- Keyboard
- Student devices shall be rated MIL-STD-810G drop resistant and have pick-resistant keys
- Wireless LAN capability which meets District's wireless minimum requirements for personal computing systems (see Section II.C.33)
- Ethernet 10/100/1000 (Optional)
- 11.6" minimum screen size
- 2+ USB port 3.0 or better
- Capable of a minimum of 1366x768 resolution
- Battery capable of 6+ hours use between charges
- USB-C Charging Port
- Google Auto-Update Policy minimum of 5 years from date of order
- ChromeOS
- Built-in cellular connectivity – support for all major US carriers (e.g. Verizon, T-Mobile, AT&T, etc)
- 1-year warranty, on-site no "carry-in" or "depot" procedures)
- 1-year warranty for accidental screen damage **priced as an option**
- 24-hour repair or replace guarantee **priced as an option**

5c. CHROMEBOOK TOUCHSCREEN WITHOUT CELLULAR (Minimum specifications)

- Processor equivalent to a dual core 64-bit (32-bit support) minimum Intel Celeron N4000 or better (4MB Cache) running at 2.60GHz or faster
- 4GB RAM
- 32GB Solid State Drive (1:1), 64GB Solid State Drive (Shared Use)
- Integrated Front-facing Camera
- Trackpad
- Keyboard
- Student devices shall be rated MIL-STD-810G drop resistant and have pick-resistant keys

- Wireless LAN capability which meets District’s wireless minimum requirements for personal computing systems (see Section II.C.33)
- Ethernet 10/100/1000 (Optional)
- 11.6" minimum screen size touchscreen
- 2+ USB port 3.0 or better
- Capable of a minimum of 1366x768 resolution
- Battery capable of 6+ hours use between charges
- USB-C Charging Port
- Google Auto-Update Policy minimum of 5 years from date of order
- ChromeOS
- 1-year warranty, on-site (no "carry-in" or "depot" procedures)
- 1-year warranty for accidental screen damage **priced as an option**
- 24-hour repair or replace guarantee **priced as an option**

5d. CHROMEBOOK TOUCHSCREEN WITH CELLULAR (Minimum specifications)

- Processor equivalent to a dual core 64-bit (32-bit support) minimum Intel Celeron N4000 or better (4MB Cache) running at 2.60GHz or faster
- 4GB RAM
- 32GB Solid State Drive (1:1), 64GB Solid State Drive (Shared Use)
- Integrated Front-facing Camera
- Trackpad
- Keyboard
- Student devices shall be rated MIL-STD-810G drop resistant and have pick-resistant keys
- Wireless LAN capability which meets District’s wireless minimum requirements for personal computing systems (see Section II.C.33)
- Ethernet 10/100/1000 (Optional)
- 11.6" minimum screen size touchscreen
- 2+ USB port 3.0 or better
- Capable of a minimum of 1366x768 resolution
- Battery capable of 6+ hours use between charges
- USB-C Charging Port
- Google Auto-Update Policy minimum of 5 years from date of order
- ChromeOS
- Built-in cellular connectivity – support for all major US carriers (e.g. Verizon, T-Mobile, AT&T, etc)
- 1-year warranty, on-site no "carry-in" or "depot" procedures)
- 1-year warranty for accidental screen damage **priced as an option**
- 24-hour repair or replace guarantee **priced as an option**

**CATEGORY II – CHROME OPERATING SYSTEMS**

Item #	Estimated Annual Expenditure	Product Description*	Unit Cost/Percentage Discount	Manufacturer Brand Name & Model Number
3	\$23,000,000	<b><u>Chromebook non-touch without Cellular***</u></b> List Price****: \$ Less Percentage Discount off Manufacturers Price List**: % Discounted Price: \$ 1-Year Warranty: \$ 2nd-Year Warranty (Optional): \$ 3rd-Year Warranty (Optional): \$ Ethernet Adapter (Optional): \$ 1 Year Accidental Screen Damage Warranty (Optional): \$ 24hr Repair or Replace (Optional): \$ Total Discounted Price: \$		
4	Included in #3 above	<b><u>Lease of Chromebook non-touch without cellular</u></b> Total Discounted Price: \$ Interest Rate for Three Year Lease: % Total Cost of Leasing: \$ Annual Cost of Leasing: \$		

\* See Section II.D, Product Specification for further details.

\*\* Percentage discount will be applied to the list price only.

\*\*\* For evaluations purpose, the District will use the total pricing including 1-year warranty for the basis of award calculation

\*\*\*\* Bidder must provide proof of the List Price at the time of bid submittal by providing copies of the Manufacturer's Price Book . See Section II.C #19

**CATEGORY II – CHROME OPERATING SYSTEMS - continued**

Item #	Estimated Annual Expenditure	Product Description*	Unit Cost/Percentage Discount	Manufacturer Brand Name & Model Number
5	Included in #3 above	<b><u>Chromebook Non-touch with Cellular***</u></b> List Price****: \$ Less Percentage Discount off Manufacturers Price List**: % Discounted Price: \$ 1-Year Warranty: \$ 2nd-Year Warranty (Optional): \$ 3rd-Year Warranty (Optional): \$ Ethernet Adapter (Optional): \$ 1 Year Accidental Screen Damage Warranty (Optional): \$ 24hr Repair or Replace (Optional): \$ Total Discounted Price: \$		
6	Included in #3 above	<b><u>Lease of Chromebook non-touch with cellular</u></b> Total Discounted Price: \$ Interest Rate for Three Year Lease: % Total Cost of Leasing: \$ Annual Cost of Leasing: \$		

\* See Section II.D, Product Specification for further details.

\*\* Percentage discount will be applied to the list price only.

\*\*\* For evaluations purpose, the District will use the total pricing including 1-year warranty for the basis of award calculation

\*\*\*\* Bidder must provide proof of the List Price at the time of bid submittal by providing copies of the Manufacturer's Price Book . See Section II.C #19

**CATEGORY II – CHROME OPERATING SYSTEMS - continued**

Item #	Estimated Annual Expenditure	Product Description*	Unit Cost/Percentage Discount	Manufacturer Brand Name & Model Number
7	Included in #3 above	<b><u>Chromebook touch without Cellular***</u></b> List Price****: \$ Less Percentage Discount off Manufacturers Price List**: % Discounted Price: \$ 1-Year Warranty: \$ 2nd-Year Warranty (Optional): \$ 3rd-Year Warranty (Optional): \$ Ethernet Adapter (Optional): \$ 1 Year Accidental Screen Damage Warranty (Optional): \$ 24hr Repair or Replace (Optional): \$ Total Discounted Price: \$		
8	Included in #3 above	<b><u>Lease of Chromebook touch without cellular</u></b> Total Discounted Price: \$ Interest Rate for Three Year Lease: % Total Cost of Leasing: \$ Annual Cost of Leasing: \$		

\* See Section II.D, Product Specification for further details.

\*\* Percentage discount will be applied to the list price only.

\*\*\* For evaluations purpose, the District will use the total pricing including 1-year warranty for the basis of award calculation

\*\*\*\* Bidder must provide proof of the List Price at the time of bid submittal by providing copies of the Manufacturer's Price Book . See Section II.C #19

**CATEGORY II – CHROME OPERATING SYSTEMS - continued**

Item #	Estimated Annual Expenditure	Product Description*	Unit Cost/Percentage Discount	Manufacturer Brand Name & Model Number
9	Included in #3 above	<b><u>Chromebook touch with Cellular***</u></b> List Price****: \$ Less Percentage Discount off Manufacturers Price List**: % Discounted Price: \$ 1-Year Warranty: \$ 2nd-Year Warranty (Optional): \$ 3rd-Year Warranty (Optional): \$ Ethernet Adapter (Optional): \$ 1 Year Accidental Screen Damage Warranty (Optional): \$ 24hr Repair or Replace (Optional): \$ Total Discounted Price: \$		
10	Included in #3 above	<b><u>Lease of Chromebook touch with cellular</u></b> Total Discounted Price: \$ Interest Rate for Three Year Lease: % Total Cost of Leasing: \$ Annual Cost of Leasing: \$		

\* See Section II.D, Product Specification for further details.

\*\* Percentage discount will be applied to the list price only.

\*\*\* For evaluations purpose, the District will use the total pricing including 1-year warranty for the basis of award calculation

\*\*\*\* Bidder must provide proof of the List Price at the time of bid submittal by providing copies of the Manufacturer's Price Book . See Section II.C #19