



**Irvine Unified School District**  
**Orange County, CA**

**RFP No. 22/23-01 IT**  
**Wide Area Network Project**

**Proposal Deadline: October 20, 2022 at 12:00 pm**

Contact: Michelle Bennett

Irvine Unified School District  
5050 Barranca Parkway, Irvine, CA 92604  
949-936-5022

Email: [MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org)

All dates subject to change at the sole discretion of IUSD. Please continue to check our website throughout the proposal and selection periods for updates.

<https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps>

## NOTICE CALLING FOR PROPOSALS

DISTRICT: **IRVINE UNIFIED SCHOOL DISTRICT**

PROPOSAL DEADLINE: October 20, 2022 12:00pm

PLACE OF RECEIPT: Irvine Unified School District  
Purchasing Department  
Attn: Michelle Bennett  
5050 Barranca Parkway  
Irvine, California 92604-4652

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "District" will receive up to, but no later than, the above stated Proposal Submission Deadline, sealed Proposals at the place identified above for its upcoming **RFP No. 22/23-01 IT, WIDE AREA NETWORK PROJECT**.

Request for Proposal documents can be downloaded on August 25, 2022 at <https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps>.

Time is of the essence. The District reserves the right to reject any and all submissions, to negotiate with any or all responsible Proposers, and to waive any deficiencies, irregularities or informalities in any proposal or during the evaluation process. The award of the Contract, if made by the District, will be by action of the Governing Board.

**Pre-Proposal Providers' Conference:** The District will conduct a non-mandatory pre-proposal Provider conference and site walk on **August 29, 2022 at 12:00pm** pacific time starting at IUSD's Network and Operations Center: 100 Nightmist, Irvine, CA 92618. Providers who wish to attend this meeting should RSVP to Michelle Bennett at [MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org).

Any questions regarding the Request for Proposals shall be directed to Michelle Bennett at [MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org), via e-mail by **12:00pm on October 6, 2022**. All responses will be posted on the District's website.

Irvine Unified School District  
Governing Board

Publish: Orange County Register – August 25 & September 1, 2022

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# **1. Background and Overview**

## **1.1 Overview**

The Irvine Unified School District (IUSD or District) is comprised of a community of learners, committed to the highest quality educational experience we can envision. IUSD educates a diverse student population numbering over 35,000 (Pre-K through 12), in one (1) early childhood learning center, twenty-five (25) elementary schools, five (5) K-8 schools, six (6) middle schools, five (5) comprehensive high schools, one (1) alternative high school/ virtual school, one (1) adult education transition program, one (1) District Office, one (1) administrative facility, and one (1) Network Operations Center (NOC). IUSD's outstanding programs, large size, and enrollment growth make it a standout school district. The District's strategic initiatives are driven by its mission of enabling all students to become contributing members of society, empowered with the skills, knowledge, and values necessary to meet the challenges of a changing world.

## **1.2 Requested Services**

This solicitation (RFP) is intended to provide a mechanism for Irvine Unified School District to procure Wide Area Network services (WAN, Service, or Solution) of various capacities to the multiple school and auxiliary sites in the District. The District is interested in either lit fiber or leased dark fiber, as specified in Appendix D: Proposal Part 3: Response to Requirements sections 2.1 and 2.2, and will determine the best Solution for its needs. The Solution will provide many services to the students and staff of the District to include, but not limited to: Streaming Video, one-to-one student computing (primarily Chromebooks/G-Suite), Voice Over IP, cloud-based storage and collaboration, web- based, on-premise and hosted database solutions. IUSD priorities include:

- The WAN shall be implemented in order to accommodate both the current and future interconnection requirements. The implementation shall be based on industry standard components. The Solution will scale to meet growth in individual site connectivity needs and possible added sites throughout the term of the resulting agreement.
- The award is contingent upon funding from the FCC E-Rate program (Schools and Libraries Division). IUSD may choose to implement part or all of the initiative at its choosing, based on immediate need. The Provider shall ensure that all eligible components of the Service are filed with the California Public Utilities Commission (CPUC) and are eligible for the California Teleconnect Fund (CTF) discount.
- IUSD is soliciting qualified service providers (Provider, Vendor, or Contractor) for one (1) Solution. Under this Solution, the Provider shall submit a proposal (Proposal) for installation and ongoing service and support for the Solution, including but not limited to, wide area network bandwidth, network equipment, network cabling, equipment racks, outside plant infrastructure, and associated termination equipment as required to provide said bandwidth rates. Provider must describe equipment required for the Solution and whether such equipment shall be serviced by Provider or District. The District shall award the RFP to a single Provider offering the most favorable Proposal.
- See complete RFP documents for additional technical requirements and compliance references.

Requirements noted by the Provider, or exceptions to terms contained in this RFP, deemed excessive or restrictive by the District, shall be cause for rejection

### **1.3 Schools and Sites**

The District desires a connection originating from the Orange County Department of Education (OCDE). The scope of Services includes providing connection services from OCDE to the District NOC.

#### **Desired Topology:**

##### **Logical Core Ring**

For reference, the service addresses for the existing leased fiber locations that the District desires to include in the logical Core Ring are located below. These named nodes and their addresses are pertinent for the termination points on each of the respective sub-rings.

- Creekside Education Center (Alternative/Virtual HS and Administrative Facilities); 3387 Barranca Parkway, Irvine, CA 92606
- Irvine High; 4321 Walnut Avenue, Irvine, CA 92604
- Northwood High; 4515 Portola Parkway, Irvine, CA 92620
- Portola High; 1001 Cadence, Irvine, CA 92618
- University High; 4771 Campus Drive, Irvine, CA 92612
- Woodbridge High; 2 Meadowbrook, Irvine, CA 92604
- District Office; 5050 Barranca Parkway, Irvine, CA 92604
- Network Operations Center (NOC)/Maintenance & Operations; 100 Nightmist, Irvine, CA 92618
- Orange County Department of Education (OCDE); 200 Kalmus Drive, Costa Mesa, CA 92626

##### **Logical Sub-Ring**

District desires a logical sub-ring architecture wherein each of the listed nodes below connects to the existing lit fiber logical Core Ring such that the respective sub-ring is terminated at two nodes on the Core Ring as specified below. Each logical sub-ring will support 1Gbps scaling to 10Gbps. In its Proposal, Provider should make recommendations for which sites should be included in each logical sub-ring. District will consider adjustments to sites included in sub-rings based on available Provider facilities, fiber routing and geographic limitations. Final determination of each site inclusion on any particular sub-ring will be at the District's discretion. It is anticipated that multiple sub-rings will be required to achieve appropriate balance between network performance and cost. Provider should seek to minimize cost and complexity while ensuring compliance with the design parameters contained herein.

Elementary Sites:

- Alderwood Elementary (K-6); 2005 Knollcrest, Irvine, CA 92603
- Bonita Canyon Elementary (K-6); 1 Sundance Drive, Irvine, CA 92603

- Brywood Elementary (K-6); 1 Westwood, Irvine, CA 92620
- Canyon View Elementary (K-6); 12025 Yale Court, Irvine, CA 92620
- College Park Elementary (K-6); 3700 Chaparral Avenue, Irvine, CA 92606
- Culverdale Elementary (K-6); 2 Paseo Westpark, Irvine, CA 92614
- Cypress Village Elementary (K-6); 355 Rush Lily, Irvine, CA 92618
- Deerfield Elementary (K-6); 2 Deerfield Avenue, Irvine, CA 92604
- Eastshore Elementary (K-6); 155 Eastshore, Irvine, CA 92604
- Eastwood Elementary (K-6); 99 Meander, Irvine, CA 92620
- Greentree Elementary (K-6); 4200 Manzanita Street, Irvine, CA 92604
- Irvine Virtual Academy Elementary (K-6); 1 Liberty, Irvine, CA 92620
- Loma Ridge Elementary (K-6); 500 Tomato Springs, Irvine, CA 92618
- Meadow Park Elementary (K-6); 50 Blue Lake South, Irvine, CA 92614
- Northwood Elementary (K-6); 28 Carson, Irvine, CA 92620
- Oak Creek Elementary (K-6); 1 Dovecreek, Irvine, CA 92618
- Portola Springs Elementary (K-6); 12100 Portola Springs, Irvine, CA 92618
- Santiago Hills Elementary (K-6); 29 Christamon West, Irvine, CA 92620
- Springbrook Elementary (K-6); 655 Springbrook North, Irvine, CA 92614
- Stone Creek Elementary (K-6); 2 Stone Creek South, Irvine, CA 92604
- Stonegate Elementary (K-6); 100 Honors, Irvine, CA 92620
- Turtle Rock Elementary (K-6); 5151 Amalfi Drive, Irvine, CA 92603
- University Park Elementary (K-6); 4572 Sandburg Way, Irvine. CA 92612
- Westpark Elementary (K-6); 25 San Carlo, Irvine, CA 92614
- Woodbury Elementary (K-6); 125 Great Lawn, Irvine, CA 92620

#### K-8 Sites:

- Beacon Park School (K-8); 200 Cultivate, Irvine, CA 92618
- Cadence Park School (K-8); 750 Benchmark, Irvine, CA 92618
- Plaza Vista School (K-8); 670 Paseo Westpark, Irvine, CA 92606
- Solis Park (K-8); 101 Abacus, Irvine, CA 92618
- Vista Verde School (K-8); 6 Federation Way, CA 92603

#### Middle School Sites:

- Jeffrey Trail Middle; 155 Visions, Irvine, CA 92620
- Lakeside Middle; 3 Lemongrass, Irvine, CA 92604
- Rancho San Joaquin Middle; 4861 Michelson Drive, Irvine, CA 92612
- Sierra Vista Middle; 2 Liberty, Irvine, CA 92620
- South Lake Middle; 655 West Yale Loop, Irvine, CA 92614
- Venado Middle; 4 Deerfield Avenue, Irvine, CA 92604

#### Auxiliary Sites:

- Early Childhood Learning Center; 1 Smoketree, Irvine, CA 92604
- Legacy Creekside & Irvine Adult Transition Program; 311 West Yale Loop, Irvine, CA 92604
- El Camino Real (Administrative Facility) 4782 Karen Ann Lane, Irvine, CA 92604

#### **1.4 Current Environment**

Irvine Unified School District currently receives its Wide Area Network services from AT&T. Schools and administrative offices are connected via 1 Gbps or 10 Gbps (using 3x10Gbps Circuits) to the IUSD Data Center Network Operations Center (NOC). The NOC is located at 100 Nightmist and is connected through a 10Gbps circuit to OCDE (current Internet Service Provider).

The District is currently using Cisco network routers and switches, Aruba access points, and APC uninterruptible power supplies across all District locations. This equipment was purchased as part of the Districts Local Area Network Upgrade Project (2016-2018) and included cabling and fiber upgrades at all older school sites. IUSD is planning a phased refresh of the equipment, as well as purchases of new equipment to outfit new and upgraded facilities. The bid for the equipment and E-Rate approval are complete. IUSD is awaiting delivery of the updated equipment (HP/Aruba switches and access points) to begin the upgrades.

Currently, the District has deployed 50 Cisco ISR 4451-X routers, 50 Cisco Cat4500-X 10Gig core switches, 600 Cisco Cat2900-X 48port PoE switches, and 450 Cisco Cat2900-X 48port Non-PoE switches. The District also has implemented approximately 2,500 Aruba IAP-225 and 500 Aruba IAP-275 Access Points across our network. The District has a total of 50 APC Uninterruptible Power Supply (UPS), Smart-UPS RT 3000XL & 60000 RM XL, at MDF rooms at school sites. The District currently uses Cisco Prime Infrastructure, Aruba ClearPass, and Aruba AirWave Network management tools for managing our network hardware.

The District intends to refresh network equipment over a three-year, multi-phase project. District plans to use 50 Aruba CX 8360 Layer 3 core switches for routers, and 1,100 Aruba CX 6300 edge switches (PoE & Non-PoE). The District plans to have approximately 2,900 Aruba IAP-535 (indoor) and 500 Aruba IAP-575 (outdoor) Access Points across our network. The District will have a total of 50 APC Uninterruptible Power Supply (UPS), Smart-UPS RT 3000XL & 60000 RM XL, at MDF rooms at school sites. The District plans to use Aruba NetEdit, Aruba ClearPass, and Aruba AirWave Network management tools for managing its network hardware.

It is the responsibility of the Provider to perform any needed inventory/system review, examination of RFP documents, necessary site visits, and determination of local conditions which may in any way affect the Proposal at its own expense and prior to submitting its Proposal. Provider must also familiarize itself with all Federal, State and Local laws, ordinances, rules, permits, licenses, regulations and codes affecting the Solution; determine the character, quality, and quantities of the work to be performed and the equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the RFP. District shall not be liable for any loss sustained by the awarded Provider resulting from any variance between the actual conditions and data given in the RFP. Provider agrees that the submission of a Proposal shall be incontrovertible evidence that the Provider has complied with all the requirements of this RFP.

#### **1.5 Period of Performance**

The District prefers the term of the contract resulting from this RFP to be five to ten (5 - 10) years from the original implementation date and that it may be extended for two to three (2 -

3) additional five (5) year terms, for a total possible term of twenty (20) years, upon thirty (30) days notice to Provider from District.

The contract shall include the initial installation and related services, and any necessary maintenance during this time frame. Additions and upgrades to services throughout the life of the contract shall be offered at the proposed price through the life of the agreement (e.g. an upgrade in bandwidth to a school site in year 2 of the agreement). The scale and duration of the project may be adjusted based on District personnel capacity and available funding.

#### **1.6 Reservation of Rights**

IUSD reserves the right to negotiate terms and conditions of the RFP as necessary, to reject any or all proposals, to increase or decrease quantities, and to waive any irregularities or informalities in the RFP or in this process.

IUSD reserves the right to modify the RFP documents, or any portion thereof, by the issuance of written addenda posted on the IUSD website. In the event IUSD shall modify any portion of the RFP documents pursuant to the foregoing, the proposal submitted by any Provider shall be deemed to include any and all modifications reflected in any addenda issued.

IUSD reserves the right to conduct a background inquiry of the selected Provider(s), which may include a collection of contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a Proposal, Provider consents to such an inquiry and agrees to make available such books and records deemed necessary to conduct the inquiry.

This RFP is solely a solicitation for Proposals. Neither this RFP, nor any response to this RFP shall be deemed or construed to: (i) create any contractual relationship between IUSD and any Provider; (ii) create any obligation for IUSD to enter into a contract with any Provider or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Proposal.

PROVISIONS REQUIRED BY LAW: Provider acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this RFP. These provisions of law and any clause required by law that is associated with and relates to this RFP and any resulting contract will be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or not correctly inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction and notification shall be sent to the other party. The RFP process and any resulting agreement shall be governed by California law with Orange County, California serving as the venue and jurisdiction for any disputes.

#### **1.7 Indemnification**

Provider will indemnify, defend and hold harmless IUSD, its board members, directors, agents, employees and assignees, including independent contractors from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which might be brought or made



against or incurred by IUSD on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Provider, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to this RFP, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of the Provider, and/or its subcontractors or claims under similar such laws or obligations. Provider's obligation under this section will not extend to any liability caused by the sole negligence of Indemnified Parties.

## **1.8 Infrastructure References**

Standards, References and Codes listed herein are by their reference, incorporated into this project, and applicable throughout the project. Provider shall abide with all applicable requirements found in these references. The more stringent requirements apply. Should a conflict arise, the Provider will submit the conflict in writing via RFI for resolution by the District. The most current version of all listed references at the time of RFP is to be used.

- BICSI TDMM – Telecommunications Distribution Methods Manual, latest version in publication
- BICSI TCIM – Telecommunications Cabling Installation Manual, latest version in publication
- National Electrical Code, latest version in publication
- ANSI/TIA-568-x, "Horizontal Cabling Standard"
- ANSI/TIA-569-x, "Pathway and Spaces"
- ANSI/TIA-606-xx "The Administrative Standard for the Telecommunications Infrastructure of Commercial Buildings"
- California State Building Code (current version)
- Local Building Codes (current version)
- California State Fire Prevention Commission Regulations
- Uniform Building Code
- Specified Product's Manufacturer's recommended installation and user guides

## **2. Instructions to Providers**

### **2.1 Proposal Contact and Correspondence**

All correspondence related to the RFP must be directed to the following designated District RFP contact:

Michelle Bennett, Purchasing Department  
MichelleBennett@iusd.org  
Irvine Unified School District

5050 Barranca Parkway  
Irvine, CA 92604

There will be no verbal understandings recognized by the District.

No Provider should attempt to contact or obtain information from any other District representative.

All official records will be posted on the District website at <https://iusd.org/business-services/purchasing/current-bids-rfps> or sent in writing by the official contact listed on the RFP or Amendments.

## **2.2 Proposal Deadline and Submission**

Proposals must be received no later than **12:00pm PST on October 20, 2022.**

Provider to submit:

- (1) Master Bound Hardcopy Proposal
- (3) Additional Bound Hardcopy Proposals
- (1) Electronic Proposal on Flashdrive

Proposals shall be clearly marked: "Response to RFP 22/23-01 IT: Wide Area Network Project".

Proposals shall be submitted between the hours of 9:00am and 4:00pm on weekdays to:

Irvine Unified School District  
Purchasing Department  
Attn: Michelle Bennett  
5050 Barranca Parkway  
Irvine, California 92604

**It is the Provider's sole responsibility to ensure that its Proposal is received prior to the Proposal deadline.** In accordance with Government Code Section 53068, any proposal received after the Proposal deadline shall be returned to the Provider.

## **2.3 Delivery to District**

Written Proposals must be received at the District Office no later than the Proposal Submission Deadline specified in the Calendar of Events. No telegraphic, facsimile, or emailed Proposal will be accepted. The District assumes no responsibility for late delivery.

If discrepancies between two (2) or more copies of the Proposal are found, the Proposal may be rejected. If, however, the Proposal is not rejected, the master copy will provide the basis for resolving such discrepancies.

## **2.4 Withdrawal, Resubmission or Modification**

A Provider may withdraw the Proposal at any time prior to the Proposal Submission Deadline specified in the Calendar of Events, by submitting a written request for its withdrawal to the designated District RFP contact, signed by the Provider or authorized agent. The Provider may thereafter submit a new Proposal prior to the Proposal Submission Deadline. Modification offered in any other manner, such as orally or written, will not be considered. Change in or additions to any of the RFP Documents, alternative proposals, or any other modifications which are not specifically called for in the RFP may result in the rejection of the Proposal as being non-responsive. A Proposal cannot be changed, corrected, or withdrawn after the Proposal Submission Deadline.

## 2.5 Calendar of Events

Event	Details	Date
Advertisements - RFP Posting	OC Register & IUSD Website	August 25 & September 1, 2022
Site Walk and Pre-Proposal Providers' Conference (Non Mandatory)	Meet at IUSD Network and Operations Center: 100 Nightmist, Irvine, CA 92618. Additional locations to be provided at the pre-proposal conference.	August 29, 2022 12:00pm
Last Day to Submit Questions (RFIs)	MichelleBennett@iusd.org	October 6, 2022 12:00pm
Response to Questions Posted	IUSD Website	October 13, 2022
Proposals Due	Irvine Unified School District Purchasing Department Attn: Michelle Bennett 5050 Barranca Parkway Irvine, California 92604	October 20, 2022 12:00pm
Evaluation and Selection of Finalists		October 21, 2022 - November 18, 2022
Board of Education Action	5050 Barranca Parkway Irvine, California 92604	*anticipated December 13, 2022
Estimated Cutover		*anticipated/estimated 6 months after notice of intent to proceed

All dates are subject to change. Amendments to these dates, and other aspects of the RFP, will be posted at <https://iusd.org/business-services/purchasing/current-bids-rfps>

## 2.6 Pricing Methodology

Proposal prices must include all costs associated with the Wide Area Network Solution included in this RFP including, but not limited to complete: packing, containers, transportation, delivery, shipping F.O. B. District location, assembly, disposal of waste, installation, labor, implementation, programming, configuration, documentation, testing, licensing and maintenance, training, ongoing support, Solution maintenance, repairs, materials, components, parts, supplies, tools, utility, recommended professional services, taxes, service costs, surcharges, special construction, non-recurring and recurring services, and upgrades and costs of optional equipment and resulting maintenance, and products, taxes, surcharges, and any other anticipated costs to IUSD to provide Solution in a good workmanlike manner as specified in this RFP and in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the Solution.

Include estimated taxes, surcharges, and service fees, including California Sales or Use Taxes, in the appropriate section of the Pricing Form. Any costs not identified by Provider in Proposal shall be

borne by Provider and will not alter the requirements identified in this RFP.

The Pricing Forms include sections for: recurring cost per site for various bandwidth connections in the logical core ring and the logical sub ring. The Pricing Forms also include sections for: special construction, implementation/installation, fees, estimated taxes (to be entered as a percentage of contract costs), and other costs (to allow Provider to describe any variation in costs based on contracted bandwidth, year of contract, or other factors).

IUSD shall select the most advantageous Solution for the District. Providers **must** submit their proposals on the pricing form provided in the RFP documents. Requests for clarification or modification to the form must be submitted through the RFI process.

The bandwidth option prices set forth by Providers in the Pricing Form are intended to give the District flexibility in completing different size projects for different time periods. However, it is not feasible to list all of the possible project timelines, quantities, features, options, etc. in this manner. The Price score of the RFP will be determined by total cost of ownership of the Solution over the life of the potential agreement, including but not limited to :

1. The total estimated cost of the Services requested in the RFP as priced in Proposals, calculated to reflect the District's anticipated Wide Area Network bandwidth use.
2. Anticipated additional necessary costs, including, but not limited to, required equipment, special construction, implementation costs, fees and taxes for Provider to deliver proposed Solution, and any required IUSD staff time, equipment and maintenance costs not provided by Provider to ensure a successful implementation of the proposed Solution.

The anticipated quantities and bandwidths outlined in this RFP and used in the evaluation are not a guaranteed purchase quantity. After the award of the RFP, the District shall order Services based on individual site assessments, observed needs and Solution performance and available funding.

## **2.7 Preparation**

Proposals **must** follow the District-prescribed format, including all required forms and response templates. Providers shall submit a Proposal with **all** information requested. Providers must include all documents and forms indicated in the Proposal Submission Checklist provided in Appendix B. Providers shall write out all answers using the Proposal response template provided. Proposal format instructions must be adhered to, all questions must be answered, all forms must be fully completed, and all requested data must be supplied.

The Proposal should be as clear, complete, and consistent as possible. Some items in this RFP request a direct response or supporting information from the Provider. Other items are written as statements of compliance. Providers must confirm compliance/conformance to all applicable statements in its response. All sections and subsections must be addressed. All documents requiring Provider signature shall be executed by a duly authorized representative of Provider.

In addition to responding to the defined minimum requirements, IUSD encourages Provider to submit information about additional functionality or services not specifically requested in the RFP and documentation to support the claims in the proposal. Provider's Proposal should be constructed to

provide a complete picture of the features of the proposed Solution, the Provider's ability to perform, and functionality or services that may distinguish the proposed Solution from other competitive offerings. Additional material may be submitted with the Proposal as appendices. No brochures or marketing materials will be considered when scoring Proposals. Cross-references to the Proposal in additional materials may not be considered responsive. Any additional descriptive material that is used in support of any information in Provider's Proposal must be clearly identified.

A Proposal should be prepared in such a way as to provide a straightforward description of Provider's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and completeness and clarity of content.

The completed document(s) should be without interlineations, alterations, or erasures. The Proposal should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted. In the event of inconsistency between words and numbers in the RFP, words shall control numbers. In the event that any proposal is unintelligible, illegible or ambiguous, the proposal may be rejected as being non-responsive.

The contents of Provider's proposal to the District, including technical specifications, pricing and services for the Solution, shall remain valid for a minimum of ninety (90) calendar days from the Proposal due date. If selected, Provider's Proposal pricing shall remain valid for the duration of the contract term including the original contract and all extensions.

Provider shall include any applicable sample contracts for the applicable Solution in its Proposal. Following the award of the RFP, the District will prepare and negotiate its own agreement with the selected Provider to deliver the proposed Solution. All Provider contracts are subject to negotiation.

## **2.8 False and Misleading Statements**

A Proposal which contains false or misleading statements, or which provides references which do not support an attribute or condition contended by the Provider, may be rejected. If, in the opinion of the District, such information was intended to mislead the District in its evaluation of the Proposal and the attribute, which is a condition or capability of a requirement of this RFP, the Proposal shall be rejected.

## **2.9 Request for Information (RFI)**

Providers are encouraged to ask questions during the open RFP question period (RFI period). All questions not asked during the site walk and providers' conference shall be in writing and submitted via email to the listed District contact person. Questions must be received by the deadline specified in the Calendar of Events. There shall be no verbal understandings or clarifications recognized by the District. Responses to all RFIs received shall be in writing by an authorized District employee or their designated representative and posted on the District website. It is Provider's responsibility to monitor the District website for RFI Responses, RFP Amendments, changes, updates, revisions and/or uploaded documents.

## **2.10 Amendments to the RFP**

During the RFP period, the District may amend the RFP. Amendments and Addenda to the RFP and/or

calendar of events will be posted at <https://iusd.org/business-services/purchasing/current-bids-rfps>. It is the Provider's responsibility to monitor the District website for RFP Amendments, changes, updates, revisions and/or uploaded documents.

### **2.11 Limits of the RFP**

IUSD reserves the right to reject all proposals and will determine what future action, if any, will be taken. All costs incurred in the preparation or submission of a proposal shall be entirely the responsibility of the Provider and shall not be chargeable directly or indirectly to the District.

### **2.12 Public Records Act**

All records, documents, drawings, plans, specifications and other materials submitted by Provider in its Proposal, during the procurement process, and during the performance of any Solution awarded shall become the exclusive property of IUSD and may be deemed public records and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). IUSD's use and disclosure of its records are governed by this Act. IUSD will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by Provider in accordance with the Act. IUSD will endeavor to inform Provider of any request for the disclosure of such information. Under no circumstances, however, will IUSD be responsible or liable to Provider or any other party for the disclosure of any such labeled information. Providers that indiscriminately identify all or most of their Proposal as exempt from disclosure without justification may, at IUSD's discretion, be deemed non-responsive and such information shall be deemed public records. IUSD will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "Trade Secret," "Confidential" or "Proprietary." If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate Provider shall indemnify, defend and hold harmless IUSD in such litigation.

### **2.13 Other Agencies' Purchases**

Other public agencies in the State of California may desire to purchase identical Services at the same price and upon the same terms and conditions, pursuant to Sections 20118 and 20652 of the Public Contract Code. The District waives its right to require other public agencies to draw their warrants in favor of District as provided in said code sections. Provider may specify on the "Piggyback Clause" form included in the Required Forms section of this RFP whether the Provider will permit other public agencies to use the resulting contract, to the extent allowable under the law. Provider's decision to allow or disallow piggybacking by other agencies shall not affect the scoring or award of this RFP.

### **2.14 Site Walk and Providers' Conference**

IUSD will host a non-mandatory site walk and providers' conference on the date and time specified in the Calendar of Events.

### **2.15 Substitute Services**

All proposed Services must conform to the terms and conditions set forth in this RFP. The District reserves the right to reject all proposals that do not conform to the RFP.

Providers may submit alternative topologies and/or substitute equipment or services in response to this RFP (Substitute Solution). Providers proposing a Substitute Solution must clearly describe how the proposed Services differ from the requested topology and/or other specifications within the RFP. Providers must include descriptive technical literature fully describing the Substitute Solution and address how the alternative solution meets the District's needs related to service reliability, scalability, and resiliency.

Determination of equivalency and suitability of a proposed Substitute Solution rests in the sole discretion of the District. The District is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of proposed Substitute Solution shall be borne by the Provider. The District shall be the sole judge as to the quality and suitability of proposed Substitute Solution, and decisions of the District shall be final and conclusive.

It is understood and agreed to by the Providers that the District reserves the right to reject any such proposed Substitute Solution. If the Substitute Solution offered by the Provider is not acceptable, in the sole opinion of the District, then the Provider expressly understands and agrees that the Provider's proposal may be rejected as not conforming to the requirements of the RFP.

### **3. Evaluation and Award**

#### **3.1 General Information**

Award will be made to the Provider offering the most advantageous proposal for a wide area network and related services. Irvine Unified School District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated. All proposals received in response to this RFP will receive a fair and impartial evaluation by the District. In conducting this evaluation, the District may obtain and use information, in addition to that contained in the proposals, from any source desired. Customers on each Provider's reference list may be contacted, as may other customers selected by the District and listed by the Provider as a reference.

The District shall make its evaluation in its sole discretion and its decision shall be final. Public Contracts Code section 20118.2 shall govern the evaluation of proposals, selection of Provider, and contract negotiations associated with this Request for Proposals.

Awards shall be made contingent upon successful contract negotiations as determined in IUSD's sole discretion. Even after award IUSD may or may not proceed in establishing contracts. Execution of contracts is solely at the discretion of IUSD. In the event that IUSD elects not to establish a contract with a previously awarded Provider, IUSD's governing board shall vote to revoke the award and the Provider shall be notified.

#### **3.2 Requirements**

Providers must meet all of the minimum requirements defined in this RFP, including compliance with performance, licensing requirements, ability to deliver the specified Solution, conformance to the terms and conditions of this RFP, meeting mandatory system and technology requirements, performance expectations, contract requirements and general terms. Providers that do not meet the minimum requirements may be disqualified.

This RFP contains the specifications and the requested format for Provider proposals. If additional features, services, or equipment are believed to be appropriate for the District's operations, Providers shall quote them as options and include supporting justification and cost detail.

### 3.3 Scoring

The Wide Area Network Project RFP Process and evaluation components were approved by the Board of Education at the June 7, 2022 School District Board meeting, per Resolution No. 21-22-41.

Qualifying Providers will be evaluated on their complete proposal, based on the following considerations:

Factor	Weight
Provider Support and Ability to Perform	30%
Technology Requirements	30%
Price (See Details Below)	40%

Proposals' Price score will be calculated based on the estimated total cost of ownership of the Solution over the life of the potential agreement as determined by the District. The Price score will be differentiated as follows:

- 35% - E-Rate Eligible Costs
- 5% - Other Costs

The District reserves the right to conduct in-person interviews and/or require a formal presentation for all or a portion of the responding Providers. The District reserves the right to visit one (1) or more of the Provider's current customer sites and Provider's service center.

Discussions may, at the District's sole option, be conducted with responsible Providers who submit Proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the RFP requirements. Providers shall be given fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, The District will not disclose information derived from proposals submitted by competing Providers.

### 3.4 Award

The District will make a notice of Intent to Award available to all Providers on the District website. The Award of the RFP will be voted on by the Board of Education at a public meeting. Any Provider protesting



the award of a contract to another Provider must do so, in writing, within five (5) calendar days of the Intent to Award posting. Grounds for a protest include: the District failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments, there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq., or violation of any State or Federal law. Protests will not be accepted on any other grounds. All protests will be handled by a panel comprised of District staff. The District will consider only these specific issues as addressed in the written protest. A written response will be directed to the protesting Provider within five (5) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.

### **3.5 Contract and Warranties**

Following the Award of the RFP, the District will prepare and negotiate its own standard agreement with the selected Provider to deliver the proposed Solution. The resulting Agreement shall conform to the terms and conditions set forth in this RFP and the District's Independent Contractor Agreement ("District Standard Agreement") included in Appendix A of this document. Any exceptions or proposed alterations to conditions and requirements defined in this RFP and the District Standard Agreement must be included in the Provider's proposal and will be negotiated after award.

If a contract is awarded as a result of this RFP ("Agreement") the anticipated term of the resulting agreement will be five to ten (5 - 10) years from the original implementation date and that it may be extended for two to three (2 - 3) additional five (5) year terms, for a total possible term of twenty (20) years, upon thirty (30) days notice to Provider from District.

This RFP, any Amendment/Addenda issued, all warranties made by the awarded Provider including the awarded Provider's Proposal, and all supporting documentation will become a part of the Agreement. Any Proposal attachments, documents, letters, and materials submitted by the Provider shall be binding and may be included as part of the Agreement. Submission of an awarded Proposal is not the end of the contractual process; further negotiation over the Agreement terms and conditions may be necessary, which, in and of itself, could change the awarded Provider.

In the event an award of the RFP is made to a Provider, and such Provider fails or refuses to execute the Agreement and provide the required documents, including insurance documentation and/or any required DOJ clearance, within a timely manner, the District may award the contract to the Provider ranked second or reject all proposals.

The awarded Provider shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the Agreement. The awarded Provider shall preserve and make available its records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of ten (10) years from the date of expiration of the Agreement, or until released in writing from this obligation by the District. The awarded Provider is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the District.

The awarded Provider will guarantee that the Services shall conform in all material respects to the District's specifications in this RFP and the awarded Provider's Proposal. Provider agrees to remedy any failure to perform and replace Services that do not meet requirements in this RFP.

In the event awarded Provider furnishes Services more expensive than specified in the RFP and awarded Provider's Proposal, the difference in cost of such Services so furnished shall be borne by awarded Provider. Any engineering, design fees, or approval agencies' fees required to make adjustments in Services shall be borne entirely by awarded Provider. Any difference in cost between an approved substitution which is lower in cost than the originally specified Services shall be refunded or credited by awarded Provider to District.

The Award and resulting Agreement shall bind and inure to the benefit of the District and awarded Provider, their respective successors and permitted assigns.

### **3.6 Added or Deleted Services**

Following the award of a contract, the awarded Provider may not alter the Proposal pricing or options without the written approval of the District. However, because of unique District needs, or discontinuation or modification of proposed Solution, the District and Provider may jointly agree to amend the agreement resulting from this RFP ("Amendment"). Such Amendment shall identify substitute and/or replacement Services and shall be submitted to the IUSD Board of Education for approval. Provider will make best efforts to notify District as soon as possible of any planned discontinuation, substitution, and/or replacement of Services.

### **3.7 Covenant Against Gratuities**

Provider warrants by signing and submitting its Proposal in response to this RFP that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Provider or any agent or representative of Provider to any officer or employee of IUSD with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract.

For breach or violation of this warranty, IUSD shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by IUSD in procuring on the open market any services which Provider agreed to supply shall be borne and paid for by Provider. The rights and remedies of IUSD provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

## **4. Implementation Process**

### **4.1 Project Timeline**

The District intends to begin the wide area network project during spring 2023 (or upon funding approval). The cutover may be phased in over a period of several months. District personnel will determine the pace of the project. The District will provide a prioritized list of sites upon contract execution. Within thirty (30) days of contract execution, Provider shall develop a project plan that includes the upgrade and full transition of all existing sites, including timelines for each site. District desires substantial completion within **six (6) months of the issuance of notice to proceed.**

#### **4.2 Site Access and Work Hours**

Access to each site will be coordinated through a District designated representative at least five (5) work days in advance. Site access schedule and work plan must be submitted and approved by IUSD prior to the Provider arriving onsite.

Provider may not have workers on any site when there are students present, during school hours or during school events. All Services will be performed after operational hours, on non-instructional days, or on weekends. Exceptions to this schedule must be approved by District personnel.

#### **4.3 DOJ Clearance**

All Provider personnel working on any District site shall have attained the proper Department of Justice (DOJ) clearance in accordance with Education Code section 45125.1 and 45125.2 and IUSD Board policies to ensure that no Provider employees or employees of subcontractors who may come in contact with IUSD pupils in the performance of their duties have been convicted of a violent or serious felony as defined in the California Penal Code Section 677.5(c) and 1192.7(c). Provider must demonstrate DOJ green light clearance for all personnel to IUSD prior to being allowed onsite. Those who are not cleared or are red-lighted are not allowed on the project or on District locations. If the awarded Provider, or its subcontractors, fails or refuses to comply with this provision, such failure or refusal shall be considered sufficient cause for IUSD to terminate the Agreement in whole are part with no penalty.

#### **4.4 Interpretation of Plans and Documents**

The interpretation of the Proposal, plans, specifications, forms, and all project documentation shall be determined by the District. It is the Provider's responsibility to verify existing conditions and assumptions. Provider must verify all such information prior to response. Requests for clarification of intention, interpretation, and understanding shall be submitted in writing prior to the RFI deadline specified in the Calendar of Events.

#### **4.5 Delivery and Installation Requirement**

All equipment related to the delivery of the Solution (Equipment) shall be F.O.B. Destination, inside delivery-freight prepaid to delivery locations within the boundaries of the Irvine Unified School District. Delivery charges, fuel surcharges or any additional costs associated with delivery will not be accepted or paid by IUSD. Actual delivery of Equipment and performance of Services shall be coordinated with IUSD. Delivery will be to sites designated on the purchase order and/or District-approved project documents. Awarded Provider will be required to include detailed information on quotes requested by the District.

Tailgate deliveries will not be accepted. All items must be delivered and installed in accordance with the timeframes outlined in this RFP document and as agreed upon by awarded Provider and IUSD. Pallets, boxes, and packing materials must be broken down and disposed of by Provider. Upon award of the RFP, awarded Provider shall keep sufficient stocks of Equipment and related materials to insure prompt delivery, installation, and advance replacement for performance of the Solution. Prompt delivery shall be determined by the District but shall not exceed three (3) weeks unless awarded Provider has made arrangements for a longer delivery period.

The Solution in this RFP shall be delivered after full execution of the Agreement issuance of a purchase order(s) against the Agreement by IUSD. Purchase orders will be issued a reasonable time in advance of delivery. Twenty-four (24) hour notice shall be given to District representative **listed on the purchase order** prior to any deliveries. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices, and packages.

Unless otherwise specified, awarded Provider shall render invoices in duplicate for Solution delivered and/or performed under a District-authorized purchase order after actual delivery and/or performance. Invoices shall be submitted immediately in a form acceptable to the District under the same company name as shown on the purchase order. The awarded Provider shall list separately any applicable taxes and/or service fees payable by the District. The District shall make payment for Solution furnished under the purchase order within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District representative.

Unless otherwise specified, if any Service and/or equipment is not provided within sixty (60) days following issuance of a Purchase Order or as agreed to in the Provider's implementation plan, or if any Provider provides any Service and/or equipment which does not confirm to the Solution specifications, the District may, at its option, annul and set aside the Agreement, whether in whole or in part, and make and enter into a new contract with a new provider, in accordance with law, for furnishing such Services and/or equipment so agreed to be furnished. Any additional cost or expense incurred by the District in the making of such contract and any additional cost of supplying any Service and/or equipment by reason of the failure of the Provider, as above stated, shall be paid by such Provider.

Solution and all related supplies and materials delivered to the District shall be in good condition at the time of delivery and are subject to inspection and rejection by the District. The District may return or reject, at awarded Provider's expense any supplies and/or Solution which fail to meet the conditions of the RFP, awarded Provider's Proposal, or which have been damaged in shipment, or fail to perform properly. Solution and such related supplies and materials shall be considered as rejected and shall be promptly replaced by awarded Provider at no additional cost to District. The cost of inspection and/or return shipping for Solution which does not meet the specifications will be borne by the awarded Provider. No payment shall be required until replacement is complete. Awarded Provider shall trace any supplies and/or materials lost in shipment. Awarded Provider has no more than thirty (30) days to remedy defective or damaged equipment or Services that do not meet the requirements outlined in this RFP.

Provider must guarantee all of the installation and other professional Services to be performed and Solution to be furnished under the awarded agreement against defects in materials and workmanship for the duration of the agreement. Awarded Provider shall, at its own expense and without cost to the District and within a reasonable time after receiving a written notice thereof, make good any defect in materials and/or workmanship of the installation or any failure to adequately perform Services which may develop during the guarantee period. Any associated damage to other items and/or finished surfaces caused by the defect shall also be corrected by the awarded Provider to the satisfaction of the District at no additional cost.

## 5. E-Rate Terms and Conditions

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

The Solution herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. The District expects Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program. Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any agreement entered into as a result of this RFP.

Providers are responsible for providing a valid Service Provider Identification Number (SPIN). More information about obtaining a SPIN may be found at this website:

<https://www.usac.org/e-rate/service-providers/> .

Providers are responsible for providing a valid FCC Registration Number (FRN) at the time proposals are submitted. More information about obtaining an FRN may be found at this website:

<https://www.fcc.gov/wireless/support/universal-licensing-system-uls-resources/getting-fcc-registration-number-frn>

Providers are responsible for providing evidence of FCC Green Light Status with proposals. Any Provider found to be in Red Light Status will be disqualified from participation in the RFP process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website:

<https://www.fcc.gov/licensing-databases/fees/debt-collection-improvement-act-implementation>

The Solution must be delivered before billing can commence. At no time may the awarded Provider invoice before Services have commenced. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all Services associated with the Solution are complete (including any contract and USAC approved extensions), whichever is longer. Provider agrees to bill and receive a portion of the payment for the provisions of Solution described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the awarded Provider of its intent.

All invoicing to USAC must be completed by awarded Provider within one hundred and twenty (120) days from the last day of Service. Should the awarded Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

Provider shall retain all documentation related to the purchase, payment, delivery and/or installation, including Forms 474 and receipt of payment from USAC, for all Services provided to District. Related documentation must be retained for a minimum period of ten (10) years from the last date of Service.

Even after award of contract(s) and/or E-Rate funding approval is obtained, the District may or may not proceed with the Solution, in whole or in part. Implementation of the Solution, in whole or in part, is solely at the discretion of the District.

In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Provider is expected to reply within three (3) days to questions associated with its Proposal.

No change in the Solution specified in the RFP and Provider's Proposal will be allowed without prior written approval from the District and a USAC service substitution approval with the exception of Global Service Substitutions.

Provider acknowledges that all pricing and technology infrastructure information in its Proposal shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, Provider must disclose the conditions leading to the District being charged in excess of lowest corresponding price.

This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/> . There are no free services offered that would predicate an artificial discount and preclude the District from paying its proportionate non-discounted share of costs. The Provider agrees to provide substantiating documentation to support this assertion should the District, USAC, or the FCC request it.

The awarded Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the Provider on an "Invoice Check" with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/> .

Providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: [https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/#:~:text=Lowest%20corresponding%20price%20\(LCP\)%20is,See%2047%20C.F.R.](https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/#:~:text=Lowest%20corresponding%20price%20(LCP)%20is,See%2047%20C.F.R.)

## **6. District Rules and General Terms**

District Rules and General Terms are written as statements of compliance. Provider must confirm compliance/conformance to all statements in its response.

## 6.1 Rules and Regulations

The following rules and regulations must be followed by every Provider doing business with Irvine Unified School District. All subcontractors must also follow all rules and regulations. Failure to comply may result in the removal of Provider and/or members of Provider's crew from the job, and possible back charges for District's direct costs.

- 6.1.1 IUSD is a tobacco free school district. IUSD Board Policy 3513.3 prohibits the use of tobacco or tobacco products on any part of the District grounds.
- 6.1.2 All of the City of Irvine's laws relating to hours and noise of construction work must be followed. If Provider wants to work other than 7:00 am - 6:00pm or dusk (whichever is earlier) Monday through Friday, or 9:00am - 5:00pm Saturday, Provider must get a waiver from the City.
- 6.1.3 Anyone not directly involved in the scope of work shall not be on the job site, or IUSD property. Provider assumes full responsibility for all parties on the site who are there as a result of their direct or indirect involvement with the Provider.
- 6.1.4 No music, i.e. radios, cassettes, CD's, iPods, headphones, or other electronic or acoustic devices, etc.
- 6.1.5 No pets are allowed on District property.
- 6.1.6 Fraternalization or other contact with students is strictly forbidden.
- 6.1.7 Any Provider working on a site where students are present must supply the District with certification that all employees on the Solution have been fingerprinted and approved per state law.
- 6.1.8 The Provider shall supply, prior to the start of work, Certificate of Insurance coverages, as outlined in Required Forms (Appendix B).
- 6.1.9 Provider is required to collect, haul and dispose of all debris, trash and spoilage associated with this Solution. Provider must keep all items secured and maintained in a safe manner until properly disposed of.
- 6.1.10 Care must be taken to minimize damage to the surrounding work environment. All areas affected by the Solution are to be restored to a pristine condition. This includes replacement of any damaged property or equipment, painting, woodwork, wood staining, trim, cabinetry, carpentry, masonry and all other areas as needed.
- 6.1.11 IUSD has a **Zero Tolerance Policy** that will be enforced towards negative or questionable conduct or behavior.
- 6.1.12 While on the District's property and/or project area there will be **No Fraternalizing** by the Provider's workforce with anyone outside workforces directly related to the Solution.
- 6.1.13 Professional and neat appearance of workforce shall be maintained at all times. No offensive, suggestive, or inappropriate attire will be permitted.
- 6.1.14 Use of foul, slanderous, offensive, discourteous or disrespectful language WILL NOT be tolerated.
- 6.1.15 **"Cruising" or "Loitering" on IUSD property or job site is not permitted** at any time. Employees or associates of the Provider when not engaged in official activities as directed by their employer shall leave IUSD's property until the next work call.

- 6.1.16 Provider, their employees and/or associates are not allowed to be in any area of the IUSD's property that has not been specifically authorized by IUSD or its designee without an official and designated escort.
- 6.1.17 Provider will remove and replace all furniture and equipment as required. The Provider will make liaison with the appropriate designated representative on relocation of any equipment. Note: the greatest care is to be taken in all cases when dealing with IUSD equipment. Any damage is at the Provider's expense. Provider must notify IUSD two (2) days in advance when personal items must be removed or may be affected by the Provider.
- 6.1.18 Provider shall maintain the project area in the highest state of safety and cleanliness. During the work shift the areas will be kept orderly and not allowed to become cluttered or in a state where safety is compromised. At the end of each shift the Provider shall ensure that all project equipment, material and debris is properly stowed and secured, or picked up and disposed of as appropriate.
- 6.1.19 Provider shall indemnify and hold harmless the District, its Board of Trustees, officers, agents, and employees from all actions, claims or demands arising from its work under the Agreement and any all resulting loss, damages, costs or attorney's fees.
- 6.1.20 Provider, when required by law, and at the request of the District, shall pay prevailing wages. Provider shall have the sole responsibility and duty to ensure that the correct prevailing rate of hourly wages is paid by Provider and all subcontractors to each worker. Any increase in prevailing wages shall not result in an increase in the contract fees and costs.
- 6.1.21 When a skilled and trained workforce is used, resulting agreements shall be subject to the skilled and trained workforce requirement, pursuant to AB 2311.
- 6.1.22 Based on the installation plan supplied to the District for a particular site or sites, the District may require the Provider to obtain a payment bond, a performance bond, or both.

## 6.2 Termination

- 6.2.1 Termination for Cause: District may terminate the contract resulting from this agreement for a material breach that is not remedied within thirty (30) days of written notice to the Provider by the District.
- 6.2.2 The District reserves the right to cancel this RFP at any time or limit quantities due to insufficient or non-appropriation of funds. No termination liability penalties will apply if funding is denied, reduced, or discontinued, or if it is not in the best interest of the District.
- 6.2.3 Non-Appropriation: Notwithstanding any other provision to the contrary, if for any fiscal year of the Agreement the Governing Board for any reason fails to appropriate or allocate funds for future payments under the awarded Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.
- 6.2.4 If awarded Provider fails or neglects to furnish and/or deliver the specified Solution at the prices quoted or at the times and places agreed upon or otherwise fails to comply with the terms and conditions of this RFP in its entirety, the District reserves the right to cancel existing orders of Solution affected by such default, annul and set aside the Agreement, whether in whole or in part, and make and enter into a new contract with a new provider, in accordance with law, for furnishing such Solution so agreed to be furnished. Any additional cost or expense



incurred by the District in the making of such contract and any additional cost of supplying any Equipment by reason of the failure of the Provider, as above stated, shall be paid by such Provider.

## **7. Document/Requirements References**

### General Information

7.1.1 Standards, References and Codes listed herein are by their reference, incorporated into this project, and applicable throughout the project.

7.1.2 Provider shall abide with all applicable requirements found in these references. The more stringent requirements apply. Should a conflict arise, the Provider will submit the conflict in writing via RFI for resolution by the District.

7.1.3 The most current version of all listed references at the time of RFP is to be used.

### Infrastructure References

7.2.1 BICSI TDMM – Telecommunications Distribution Methods Manual, latest version in publication

7.2.2 BICSI TCIM – Telecommunications Cabling Installation Manual, latest version in publication

7.2.3 National Electrical Code, latest version in publication

7.2.4 ANSI/TIA-568-x, “Horizontal Cabling Standard”

7.2.5 ANSI/TIA-569-x “Pathway and Spaces”

7.2.6 ANSI/TIA-606-xx “The Administrative Standard for the Telecommunications Infrastructure of Commercial Buildings”

7.2.7 California State Building Code (current version)

7.2.8 Local Building Codes (current version)

7.2.9 California State Fire Prevention Commission Regulations

7.2.10 Uniform Building Code

7.2.11 Specified Product’s Manufacturer’s recommended installation and user guides

## Appendix A: District Standard Agreements

### INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby dated this XX day of Month, 20XX (Effective Date) between the Irvine Unified School District, (District), and Contractor's Name, address, and phone number (Contractor or Provider)

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Provider is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Provider. Provider shall provide Wide Area Network and related services as proposed in Provider's proposal in response to Request for Proposal 22/23-01 IT Wide Area Network Project, hereinafter referred to as "Services". Services shall include, and are not limited to: wide area network services, requested equipment, shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of District, inside delivery, assembly, and any required installation/implementation, licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, labor, materials, supplies, tools, equipment, utility, transportation services, special construction, non-recurring and recurring services, and upgrades, special construction, fees, taxes, and costs of optional services and products services.

2. Term. Provider shall commence providing Services under this Agreement on [Date of Notice to Proceed] and will diligently perform as required and complete performance by [End Date of Initial Term]. The Agreement may be extended for three (3) additional five (5) year terms, upon thirty (30) days notice to Provider from District, for a total possible term of twenty (20) years.

3. Compensation. District agrees to pay the Provider according to the unit pricing in Provider's Proposal and attached hereto as Exhibit A, and incorporated herein satisfactorily rendered pursuant to this Agreement. The cost for each order shall be documented in the Purchase Order for each order of Services. District payment to Provider shall be limited to a total fee not to exceed Amount In Words Dollars (\$XXXX.XX). Costs shall include taxes and Provider shall assume full responsibility for the cost and payment of all taxes. No additional costs shall be charged to District. District shall pay Provider within thirty (30) days of receipt of Provider's invoice detailing undisputed services rendered.

4. Expenses. District shall not be liable to Provider for any costs or expenses paid or incurred by Provider in performing Services for District.

5. Independent Contractor. Provider, in the performance of the Services pursuant to this Agreement, shall be and act as an independent contractor. Provider understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Provider assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Services to be provided under this Agreement. Provider shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Provider's employees.

6. Materials. Provider shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. Provider's Services will be performed in accordance with generally and currently accepted principles and practices of its profession.

7. Originality of Services/Intellectual Property. Provider agrees that all ideas, technologies, formulae, procedures, processes and methods prepared for and submitted by Provider to the District in connection with the Services set forth in this Agreement, shall be wholly original to Provider and shall not be copied in whole or in part from any other source, except that submitted to Provider by District as a basis for such Services. Provider further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Provider to District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Provider without District's express written permission. Provider understands and agrees that all content produced under this Agreement is the property of District and cannot be used without District's express written permission. Provider acknowledges and agrees that District shall have all right, title and interest in said content, including the right to secure and maintain the copyright, trademark and/or patent of said content in the name of the District.

8. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Provider only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Provider. Upon termination Provider will take any actions necessary, as the District may direct, for the protection and preservation of the Services and shall not terminate any insurance provisions required by RFP No. 22/23-01 IT Wide Area Network Project. Notice shall be deemed given when received by the Provider or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Provider; or (b) any act by Provider exposing the District to liability to others for personal injury or property damage; or (c) Provider is adjudged a bankrupt, Provider makes a general assignment for the benefit of creditors or a receiver is appointed on account of Provider's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30)

days cease and terminate. In the event of such termination, the District may secure the required Services from another provider. If the cost to the District to secure the required Services from another provider exceeds the cost of providing the Services pursuant to this Agreement, the excess cost shall be charged to and collected from the Provider. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the Provider, or no later than three (3) days after the day of mailing, whichever is sooner.

Provider agrees to allow termination of this Agreement in whole or in part, in the event that District does not allocate funding for the continuation of this contract or any portion thereof. In the event of termination due to non-allocation of funds, both parties shall be held without fault and there shall be no financial consequences assessed as a penalty on either party.

9. Hold Harmless. Provider agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Provider or any person, firm or corporation employed by the Provider, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, directors, students, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Provider, or any person, firm or corporation employed by the Provider, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

10. Insurance. Provider shall insure Provider's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Provider's ability to adhere to the indemnification requirements under this Agreement.

10.1 Provider shall, at Provider's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Provider's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000 for each occurrence.

b. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage.

c. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Provider drives on behalf of the District in the course of performing Services.)

d. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the District.

e. Workers' Compensation and Employers Liability Insurance in a form and amount covering Provider's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to under a., b., c., and d. above shall not in any way limit the liability of the Provider.

10.2 No later than ten (10) days from execution of this Agreement by the District and Provider, and prior to commencing the Services under this Agreement, Provider shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Provider shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (a) and (b) above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and

any insurance carried by District shall be excess and noncontributory.” Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement.

11. Assignment. Neither party may assign its rights and obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, it is understood that Provider may use subcontractors, and that either party may assign this Agreement in its entirety (including all Orders Forms and SOWs), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District’s general right of inspection to secure the satisfactory completion thereof. Provider agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Provider, Provider’s business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

12.1 Fingerprinting. Education Code section 45125.1 requires that employees of a Contractor providing certain services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the District determines that the Contractor and/or Contractor’s employees will have limited or no contact with District’s students. In making this determination, the District will consider the totality of the circumstances. If the District has determined that fingerprinting is required, whether or not the Services are one of those listed in Section 45125.1, the Contractor expressly agrees that Contractor and all of Contractor’s current and subsequent employees will submit or have submitted fingerprints in a manner required by the California Department of Justice, as set forth in Education Code section 45125.1. Contractor and/or Contractor’s current and subsequent employees shall not come in contact with students until the Department of Justice has ascertained that the Contractor and/or Contractor’s employees have not been convicted of a serious or violent felony. Contractor shall certify in writing to the District that none of its employees who may come in contact with students have been convicted of a serious or violent felony; and shall provide to the District a list of names of its employees who may come in contact with students. Contractor shall fulfill these requirements at its own expense. The District may require the Contractor and its current and subsequent employees to submit to additional criminal records checks at the District’s sole and absolute discretion.

The Services and scope of work defined in this Agreement

will

will not

require the CONTRACTOR to submit to fingerprinting.

CONTRACTOR's Initials: \_\_\_\_\_

13. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if either is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including but not limited to acts of God, natural disasters, earthquake, fire, flood, strikes, civil commotion, labor disputes, war, terrorism, infectious disease, and pandemics. If such an event continues for sixty (60) or more days, either party may terminate this Agreement by providing a written notification and shall not be liable to the other for failure to perform its obligation and any deposits or any pre-paid fees shall be refunded on a prorated basis.

14. Permits/Licenses. Provider and all Provider's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Provider, if an employee of another public agency, agrees that Provider will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement, IUSD's RFP No. 22/23-01 IT Wide Area Network Project, RFP Amendments and/or Addenda, Provider's Proposal, and any exhibits, attachments, documents, letters and materials attached thereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Provider agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons. Provider agrees to hold subcontractors to the same standards.

18. Non Waiver. The failure of District or Provider to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

District:  
Irvine Unified School District

Contractor:  
Company Name

5050 Barranca Parkway  
Irvine, CA 92604  
Attn: Asst. Superintendent, Information Technology

Address  
City, State, Zip  
Attn:

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

26. Exhibits. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein, if applicable.

This Agreement is hereby dated as of the Effective Date.

**Irvine Unified School District**

**PROVIDER**

By: \_\_\_\_\_  
Name: John Fogarty  
Title: Asst. Superintendent Business Services  
IUSD Board Approved:

By: \_\_\_\_\_  
Name:  
Title:  
Taxpayer Identification No.:



**EXHIBIT A**

**Provider PRICING FROM PROPOSAL**

## Appendix B: Required Forms – Proposal Submission Checklist

- **Appendix B: Proposal Part 1: Required Forms**
  - Purchase Agreement
  - Acknowledgement of Amendments to RFP
  - Vendor Representation and Certification
  - Non Collusion Declaration
  - Certificate of Primary Participation regarding Debarment, Suspension, and Other Responsibility Matters
  - Certificate of Restriction of Lobbying
  - Piggyback Clause
  - Worker’s Compensation Certificate
  - Drug Free Workplace Certificate
  - Tobacco Use Policy
  - Criminal Records Check Certification by Vendor
  - W-9
  - Insurance Requirements
  - Rules Acknowledgment
- **Appendix C: Supplementary Materials**
  - Copy of C-7 and/or C-10 Specialty License
  - Valid SPIN (Service Provider Identification Number)
  - Valid Federal Communications Commission (FCC) Registration Number (FRN)
  - Evidence of FCC Green Light Status
  - Sample Provider Contract (if applicable)
  - Service Level Agreement (SLA) (if applicable)
  - Maintenance Agreement(s) (if applicable)
  - Sample Reports and Training Materials (if applicable)
  - Warranties (if applicable)
  - Additional Resources that Support the Proposal (if applicable)
- **Appendix D – Proposal Part 3: Response to Requirements**
  - Section 1: Provider Support and Ability to Perform
  - Section 2: Technology
  - Section 4: Pricing Requirements
  - Section 5: Exceptions
- **Appendix E – Pricing Form**

## **Appendix B: Proposal Part 1: Required Forms**

- **Purchase Agreement**
- **Acknowledgement of Amendments to RFP**
- **Vendor Representation and Certification**
- **Non Collusion Declaration**
- **Certificate of Primary Participation regarding Debarment, Suspension, and Other Responsibility Matters**
- **Certificate of Restriction on Lobbying**
- **Piggyback Clause**
- **Worker's Compensation Certificate**
- **Drug Free Workplace Certificate**
- **Tobacco use Policy**
- **Criminal Records Check Certification by Vendor**
- **W-9**
- **Insurance Requirements**
- **Rules Acknowledgement**

PURCHASE AGREEMENT

Upon notification of selection and Board Approval, the undersigned hereby promises and agrees to furnish all articles or services within the dates specified, in the manner and form and at the prices herein stated in strict accordance with the advertisement, specifications, proposals and general conditions all which are made a part of the purchase agreement.

Name under which business is conducted \_\_\_\_\_

Business Street Address \_\_\_\_\_ Tel: \_\_\_\_\_

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

IF SOLE OWNER, sign here:

I sign as sole owner of the business named above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Date

IF PARTNERSHIP, sign here:

The undersigned certify that we are partners in the business named above and that we sign this purchase agreement with full authority so to do. (One (1) or more partners sign)

Signed \_\_\_\_\_ Date \_\_\_\_\_

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

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

IF CORPORATION, execute here:

The undersigned certify that they sign this purchase agreement with full and proper authorization to do so.

Corporate Name  
\_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

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

Incorporated under the laws of the State of \_\_\_\_\_

ACKNOWLEDGEMENT OF AMENDMENTS TO RFP

PROVIDER HEREBY ACKNOWLEDGES RECEIPT OF ANY AND ALL AMENDMENTS TO THE RFP.

If Provider has no knowledge of any amendments to the RFP having been issued to, or received by, Provider, please check following box:

Amendments

Amendment No.	Date Published	Date Received

Provider Name:

\_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

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

VENDOR REPRESENTATION AND CERTIFICATION

The undersigned hereby acknowledges and affirms that:

- He/she is a duly authorized agent of the Provider with the authority to submit a Proposal on behalf of the Provider (corporate or other authorization confirmation may be requested prior to final contract execution).
- He/she has read the complete RFP documents and all amendments issued pursuant thereto.
- The Proposal complies with State conflict of interest laws. The Provider certifies that no employee of its firm has discussed, or compared the Proposal with any other Provider or District employee, and has not colluded with any other Provider or District employee.
- If the Provider’s Proposal is accepted by the District, the Provider will enter into a contract with the District to provide the Services, Systems and Equipment described by the Proposal on the terms mutually acceptable to the District and the Provider.
- The District reserves the right to reject any or all proposals.

I hereby certify that I am submitting the attached Proposal on behalf of the entity submitting the proposal and listed below.

I understand that, by virtue of executing and returning this required response form with the Proposal, I further certify that the Provider understands and does not dispute any of the contents of the proposal requirements (except as may be noted in the response).

Provider Name \_\_\_\_\_

Address \_\_\_\_\_

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

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

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

NOTE: If Joint Venture, each member of the joint venture must provide a completed certificate form.

NONCOLLUSION DECLARATION

TO BE EXECUTED BY PROVIDER AND SUBMITTED WITH PROPOSAL

(Public Contract Code section 7106) The undersigned declares:

I am the \_\_\_\_\_ (title) of \_\_\_\_\_  
(Provider), the party making the foregoing proposal.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

I certify that I and the principals of the responding Provider listed below:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one (1) or more public transactions (federal, state or local) terminated for cause or default.

If unable to certify to any of the statements in this certification, the participant shall attach an expiration to this certification.

I HEREBY CERTIFY AND AFFIRM THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Provider Name: \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

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

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I hereby certify on behalf of the responding Provider listed below that it meets the following qualifications:

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Provider Name: \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

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

PIGGYBACK CLAUSE

Pursuant to Public Contract Code section 20118, other school districts and public agencies in the State of California may purchase identical items under the price, terms and conditions of this RFP for the term specified by the Irvine Unified School District.

OPTION GRANTED:

OPTION NOT GRANTED:

Provider Name: \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

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

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

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

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
- c. For any county, city, city and county, municipal corporation, public DISTRICT, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

ProviderName: \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

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

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

IRVINE UNIFIED SCHOOL DISTRICT

Irvine, California

DRUG FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code §8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the Provider may be subject to debarment from future contacting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code §8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace;
  - ii. The person’s or organization’s policy of maintaining a drug-free workplace;
  - iii. The availability of drug counseling, rehabilitation and employee-assistance programs;
  - iv. The penalties that may be imposed upon employees for drug abuse violations;
- c. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I the undersigned, agree to fulfill the terms and requirements of Government Code §8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of statement required by §8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made false certification herein, or (b) violated this certification by failing to carry out the requirements of §8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of §8350, et seq.

I acknowledge that I am aware of the provisions of Government Code §8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Provider Name: \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

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

TOBACCO USE POLICY

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. Pursuant to Irvine Unified School District Board Policy 3513.3 smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

Provider Name: \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

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

## NOTICE TO VENDORS REGARDING CRIMINAL RECORDS CHECK (EDUCATION CODE §45125.1)

Education Code §45125.1 provides that if the employees of any entity that has a contract with a school DISTRICT may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code §1192.7(c) or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contract shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The Provider shall certify in writing to the Board of Trustees of the school DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code §667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code §1192.7 lists the following : “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CRIMINAL RECORDS CHECK CERTIFICATION BY VENDOR

(AB 1610, 1612 and 2102)

To the Board of Trustees of Irvine Unified School District:

I certify on behalf of the Provider responding to this RFP and listed below:

1. I have carefully read and understand the Notice to Vendors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.
  
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
  
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code §1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at \_\_\_\_\_, California on \_\_\_\_\_.  
(City) (Date)

Provider Name: \_\_\_\_\_

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

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

Signed \_\_\_\_\_

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



W-9

Current Version Available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Insurance Requirements

All insurers must be duly licensed and admitted by the State of California

**Mandatory Requirements (unless District reduces or excludes coverage requirements)**

1. Commercial General Liability insurance for bodily injury and property damage, including accidental death in the combined single limit of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 Excess/Umbrella Liability.
2. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in separate policies in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 excess/umbrella coverage.

**Minimum Limits (if required by District)**

1. Automobile Liability insurance for bodily injury and property damage in an amount of not less than \$1,000,000 per occurrence with no annual aggregate limit.
2. Workers' Compensation and Employer's Liability insurance in the amount of not less than \$1,000,000 per occurrence.
3. Professional Liability insurance in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate). If Professional Liability policy is made on a claims-made basis, the vendor/consultant must purchase and maintain an extending reporting period (tail coverage) for one year.

**Additional Insured Endorsement Language**

"Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

Additional Insured Endorsements are required to accompany Certificates of Insurance. Certificate of Insurance shall provide thirty (30) days prior written notice of cancellation.

See sample certificate on the Irvine Unified School District website at [www.iusd.org](http://www.iusd.org).

**Additional Required Documents**

Certificates of Insurance must be accompanied by a list of all excluded coverages under the general liability and excess/umbrella liability policies. The exclusion policy document section may be emailed or faxed to Risk Management & Insurance. The general liability and excess/umbrella liability documents must list the corresponding policy numbers referenced on the Certificate of Insurance.

Questions may be directed to Risk Management & Insurance at [Insurance@iusd.org](mailto:Insurance@iusd.org).

Email: [Insurance@iusd.org](mailto:Insurance@iusd.org) Fax: (949) 936-5019

I hereby agree to the insurance requirements specified herein.

Provider Name: \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

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

# SAMPLE

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) INSERT DATE
PRODUCER  NAME & ADDRESS OF INSURANCE COMPANY	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED  NAME & ADDRESS OF COMPANY/ORGANIZATION	INSURERS AFFORDING COVERAGE INSURER A: Name of Insurance Company INSURER B: Name of Insurance Company INSURER C: Name of Insurance Company INSURER D: Name of Insurance Company INSURER E: Name of Insurance Company	NAIC #

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> FREQ <input type="checkbox"/> LOC	MANDATORY REQUIREMENTS	Insert Date	Insert Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	REQUIRED IF APPLICABLE TO SERVICE	Insert Date	Insert Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$	REQUIRED UNLESS REDUCED/EXCLUDED	Insert Date	Insert Date	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	REQUIRED UNLESS REDUCED/EXCLUDED	Insert Date	Insert Date	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	<b>OTHER</b> Professional Liability and/or Sexual Abuse/Molestation	MAY BE REQUIRED	Insert Date	Insert Date	\$ 1,000,000 per occurrence \$ 2,000,000 aggregate

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. Sexual Abuse/Molestation is not excluded from coverage under the general liability and excess/umbrella liability policies. (Provide brief description of services/dates).

<b>CERTIFICATE HOLDER</b>  Irvine Unified School District 5050 Barranca Parkway Irvine, California 92604 Attention: Risk Management	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE _____ SIGNATURE REQUIRED
--	---

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY  
(INSERT INSURED NAME)

COVERAGE DOCUMENT  
(INSERT POLICY NUMBER)

ADMINISTRATOR  
(INSERT NAME OF ADMINISTRATOR)

Subject to all terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising from the actions and activities of the covered party described below.

Additional Covered Party:

Irvine Unified School District  
5050 Barranca Parkway  
Irvine, California 92604

Description of Activities:

Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.

Authorized Representative Signature  
MUST APPEAR ON THE ENDORSEMENT PAGE

**SAMPLE**

Rules Acknowledgement

I hereby agree to the rules specified in section 6 of this RFP.

Provider Name: \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

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

## **Appendix C: Supplemental Materials**

- Copy of C-7 and/or C-10 Specialty License
- Valid SPIN (Service Provider Identification Number)
- Valid Federal Communications Commission (FCC) Registration Number (FRN)
- Evidence of FCC Green Light Status
- Sample Provider Contract (if applicable)
- Service Level Agreement (SLA) (if applicable)
- Maintenance Agreement(s) (if applicable)
- Sample Reports and Training Materials (if applicable)
- Warranties (if applicable)
- Additional Resources that Support the Proposal (if applicable)

## Appendix D: Proposal Part 3: Response to Requirements

Each Provider shall submit a Proposal with all information requested. The Proposal should be as clear, complete, and consistent as possible. Some items in this section request a direct response or supporting information from the Provider. Other items are written as statements of compliance. For each requirement, Provider must include written responses and/or indicate whether the feature request or requirement will be fully met by the Provider's Proposal. Indicate "Yes" or "No" where space is provided to indicate Provider's compliance with or the proposed Solution's satisfaction of the specified requirement. If the feature or requirement is partially satisfied by Provider's Proposal or can be met in a future version of the proposed Solution or with additional purchases, indicate a "P" for partial or planned in the designated column. If Provider's ability to satisfy a feature or requirement is planned for a future date, Provider must provide the availability date. Responses that indicate a "P" for planned without providing a scheduled availability date will be evaluated as if the Provider or Solution cannot meet the requirement. A fully functional Solution that includes the upgrade and full transition of all existing sites, including timelines for each site is required for award. District desires substantial completion within six (6) months of the issuance of notice to proceed.

These instructions prescribe the mandatory Proposal format and the approach for the development and presentation of Proposal information. Proposal format instructions must be adhered to, all questions must be answered, and all requested data must be supplied. Provider response to each of the minimum requirements in this RFP is required. Failure to respond or non-adherence to any minimum requirement in this section may be cause for the Proposal to be rejected.

In addition to responding to the defined minimum requirements, IUSD encourages Provider to submit information about additional functionality or services not specifically requested in the RFP and documentation to support the claims in the Proposal. Provider's Proposal should be constructed to provide a complete picture of the features of the proposed Solution, the Provider's ability to perform, and functionality or services that may distinguish the proposed Solution from other competitive offerings. Proposals will be evaluated both on the satisfaction of the District's minimum requirements, as well as the additional information submitted by Providers to depict their complete solutions.

Additional material may be submitted with the Proposal in Appendix C. Supplementary materials that directly support a requirement of the RFP must be clearly identified, including a **specific page number** reference in direct response to the requirement. It is the Provider's responsibility to provide sufficient detail in the Proposal Form response to support the Solution's compliance with all technical requirements. Brochures, marketing materials, or additional company documentation that are not clearly identified as a direct response to a requirement may not be considered in scoring the Proposal. Any additional descriptive material that is used in support of any information in Provider's Proposal must be clearly identified.

### Provider Information

<b>Firm/Provider Legal Name</b>	
<b>Primary Contact Name</b>	
<b>Contact Title</b>	
<b>Contact Email</b>	
<b>Contact Phone</b>	



## Part 1 Provider Support and Ability to Perform

Please respond to each requirement directly and provide additional documentation as needed to support the Proposal.

### 1.1 General

1.1.1 Provider Background/Qualifications:	
Instructions/Overview: Provide a brief description of Provider's firm(s), as well as any other firms joining with Provider to provide services.	
History of the firm(s)	
Age of the firm(s)	
Number of employees	
Organizational structure of the firm(s)	
Length of time in the industry & background providing & maintaining telecommunication/net work services	
Number of office locations	
Addresses of all offices	

<b>1.1.2 Provider Contact(s)</b>	
Instructions/Overview: Provide a list of Provider resources/staff that will be assigned to IUSD's implementation. For each provide: name, description of role, detailed experience information and/or resume, and estimated availability and anticipated time commitment, years of experience with Provider, and recent projects similar in scope to IUSD's implementation.	
Contract/sales contact	Name: Description of Role: Experience: Anticipated Availability: Years of Experience with Provider: Recent Projects Similar in Scope to IUSD's Implementation:
Project Manager(s)	Name: Description of Role: Experience: Anticipated Availability: Years of Experience with Provider: Recent Projects Similar in Scope to IUSD's Implementation:
Primary Contact	Name: Description of Role: Experience: Anticipated Availability: Years of Experience with Provider: Recent Projects Similar in Scope to IUSD's Implementation:
Other (specify)	Name: Description of Role: Experience: Anticipated Availability: Years of Experience with Provider: Recent Projects Similar in Scope to IUSD's Implementation:

	Yes	No	Comments
1.1.3 Confirm that Provider will meet the minimum insurance requirements specified in Appendix B. List any insurance requirements Provider will request a waiver for, if chosen as the Selected Provider. <i>*If the Selected Provider fails to maintain the required insurance coverages, without a waiver approved by IUSD, IUSD may declare Provider in breach of the Agreement.</i>			
1.1.4 Confirm that Provider will acquire and adhere to any applicable permits, licenses, fees, inspections, and construction administrative requirements (ie: CPUC number, FCC ID number of license, etc). Confirm that a copy of all applicable permit applications and, upon issuance, all approved permit(s) shall be provided to IUSD upon request.			
1.1.5 Provider acknowledges and agrees to all specifications listed in Sections 1 - 7 of this RFP.			
1.1.6 Provider acknowledges and agrees to the Independent Contractor Agreement included in Exhibit A.			
1.1.7 Provider certifies that it complies with the Civil Rights Act of 1964, and all applicable Federal and State laws and regulations relating to equal employment opportunity.			
1.1.8 Provider certifies that it is, and at all times during the performance of Solution shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees. If awarded, Provider shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Provider's failure to comply strictly with the IRCA.			
1.1.9 Provider confirms that, if awarded, it will not assign, transfer, or convey the contract which may be awarded, or			

<p>any right accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same.</p>			
<p>1.1.10 Provider confirms that if any equipment delivered or supplied to the District as a result of this RFP is listed in the Hazardous Substance List of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the equipment presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the Provider shall include a Material Safety Data Sheet (MSDS) with the delivery/shipment. Provider confirms that all shipments and containers will comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.</p>			
<p>1.1.11 Provider confirms that any Provider representative driving motor vehicles on the District’s school grounds will use extreme caution, especially when school is in session. Drivers will lock any gate or door to which they may have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or opened, evidence of vandalism, etc., should be immediately reported to the Irvine Unified School District at (949) 936-5000.</p>			
<p>1.1.12 Confirm Provider and their agents or subcontractors shall maintain a guarantee that all items delivered under the awarded contract are protected against imperfections of materials and or workmanship during the period of the contract.</p>			
<p>1.1.13 Provider agrees to bind every subcontractor by the terms and conditions of this RFP, Provider Proposal, attachments, exhibits, and all resulting agreements, including licensing and experience qualifications, as far as such terms and conditions are applicable to the subcontractor(s) Services. If Provider subcontracts any part of this Agreement, Provider shall be fully responsible to the District for acts and omissions of its subcontractor and of persons</p>			

<p>either directly or indirectly employed by Provider. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and IUSD.</p>			
<p>1.1.14 Provider hereby makes a written commitment to make available trained personnel, and all necessary support services to fully maintain the Solution for the duration of the agreement.</p>			

1.1.15 Provide a brief overview of Provider’s technical experience, qualifications, and background in providing and maintaining a Wide Area Network and related services for similarly sized K-12 education customers. Indicate Provider’s prior experience that is relevant to this contract. Include sufficient detail to demonstrate the relevance of such experience. Please provide specific examples of recently completed K-12 projects similar in size, scope and timeline to this Solution. Proposal should evidence Provider’s awareness of and support for the unique needs of education clients.

1.1.16 Provide evidence of long-term fiscal stability. Artifacts may include fiscal reports or recent audit results that demonstrate consistent and current financial security. Financial information submitted in response to this requirement will be considered proprietary information.

1.1.17 Describe any litigation, arbitration, or dispute relating to a similar solution that Provider or any of its principals have been in within the past three (3) years. Be sure to include the public agency, details, and principal’s association (if applicable).

1.1.18 If Provider is a corporation or limited liability company, please list the state of incorporation/organization and warrant that Provider is in good standing.

State of Incorporation/Organization:

Standing:

1.1.19 Subcontractors Information: Any subcontractors performing services against this agreement must be fully listed and detailed in the proposal submitted by Provider. State any Services proposed to be provided by a subcontractor, and provide evidence of each subcontractor’s capability and willingness to carry out the Services. For each proposed subcontractor, include:

Firm Name	
Address	
Management contact person	
Complete description of Services to be subcontracted	
Descriptive information concerning subcontractor’s organization and abilities.	

## 1.2 References

	Yes	No	Comments
1.2.1 Confirm comparable solutions, are in operational use, actively supported by Provider in at least five (5) K-12 or government organizations.			

Provide customer references for at least five (5) K-12 or government organizations currently serviced by the Provider. Include the size of each reference organization and the scope of the project. At least three (3) of the references must be using the proposed Solution. Installations should be similar in scope, timeline and technical design to Provider’s Proposal for IUSD. Each reference must include the following information:

- Organization/Customer Name.

- Name, Title, and Contact Information of an organization contact who has ongoing involvement in the system and is knowledgeable about the implementation.
- Organization/Customer Size - Indicate the number of employees, students, licenses, and stations. Indicate any additional information that may be useful in determining the size of the organization/customer.
- Length of time from contract execution to full implementation for the referenced project.
- Installation date of the system.
- Description of in-use system – please include details, including but not limited to, which equipment is currently in use by reference. Please note if the system installed is comparative to the proposed Solution. (References must be from organizations using the same or similar products and services).
- Provider Project Manager(s) or primary Provider Contact for implementation and ongoing use of products and services.

<b>Reference #1</b>	
Organization/Customer Name	
Name, Title & Contact information for organization contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length	
Installation Date	
Description of system, including list of services *include number of locations	
Provider Project Manager/Primary Contact	

<b>Reference #2</b>
---------------------

Organization/Customer Name	
Name, Title & Contact information for organization contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length	
Installation Date	
Description of System including list of services *include number of locations	
Provider Project Manager/Primary Contact	

<b>Reference #3</b>	
Organization/Customer Name	
Name, Title & Contact information for organization contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length	
Installation Date	



Description of System including list of services *include number of locations	
Provider Project Manager/Primary Contact	

<b>Reference #4</b>	
Organization/Customer Name	
Name, Title & Contact information for organization contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length	
Installation Date	
Description of System including list of services *include number of locations	
Provider Project Manager/Primary Contact	

<b>Reference #5</b>	
Organization/Customer Name	
Name, Title & Contact information for organization contact	

Organization/Customer Size - Number of employees/students/licenses	
Implementation length (How long it took to install)	
Installation Date	
Description of System including list of services *include number of locations	
Provider Project Manager/Primary Contact	

### 1.3 Implementation and Interoperability

	Yes	No	P (Planned)	Comments
1.3.1 Provider acknowledges and confirms compliance with all processes and requirements defined in this RFP related to the implementation process.				
1.3.2 Provider confirms that it will provide IUSD with a written implementation plan with specific dates no later than thirty (30) days after receiving notification of award from IUSD unless a later date is agreed to by both parties. IUSD will not be required to implement Provider’s Solution until after approving the implementation plan, obtaining board approval, and upon full execution of the Agreement.				
1.3.3 Provider confirms that its delivery and maintenance employees shall wear distinctive				

<p>company clothing and display company/employee identification, including employee photograph and name (including any subcontractors).  Provider agrees that all Provider employees/subcontractors who will be on site or have access to confidential District information will adhere to applicable laws and IUSD background check and supervision requirements, including Department of Justice clearance. All Provider employees/subcontractors must check in at the administration office of each site prior to any delivery or site work.</p>				
<p>1.3.4 If selected, Provider will agree to contract language allowing mutual contract termination in whole or in part, in the event that District does not allocate funding for the continuation of this contract or any portion thereof. In the event of termination due to non-allocation of funds, both parties shall be held without fault and there shall be no financial consequences assessed as a penalty on either party.</p>				
<p>1.3.5 Confirm that prior to the commencement of any Services, Provider shall provide detailed shop drawings, where needed, for District review/approval.</p>				
<p>1.3.6 Confirm that Provider will make necessary arrangements with District staff for installation of Solution to the premises and shall comply with all District and City regulations regarding hours, any delivery rigging and method and location of Equipment delivery.</p>				
<p>1.3.7 Confirm that Provider shall use existing easements and existing pathways, where possible. Provider shall investigate installation in sufficient</p>				

<p>advance of installation in order to mitigate any pathway blockage or logistical needs.</p>				
<p>1.3.8 Confirm that If the Provider chooses to use a different easement or install new pathway, Provider will indicate and request with shop drawings for approval and bear all costs to bring suggested easement into compliance.</p>				
<p>1.3.9 Confirm that cabling shall be OSP rated and provided with HDPE OSP rated innerduct for protection where required.</p>				
<p>1.3.10 Confirm that the new connection shall be installed and tested prior to the previous service(s) being disconnected and/or removed. Co-location with existing service(s) may be necessary at some sites.</p>				
<p>1.3.11 Confirm that all sites will be migrated, tested, and accepted by timelines on Provider’s proposed project plan, including the upgrade and full transition of all existing sites. District desires substantial completion within six (6) months of the issuance of notice to proceed. In the event delays occur that are not the fault of the District, exceeding thirty (30) days beyond the scheduled migration identified in the Provider’s project plan, the Provider may be subject to liquidated damages to reimburse IUSD for the actual damages the District will sustain. Damages include, but are not limited to, costs the District may incur to continue or procure services from another provider during the period of delay, fees or hourly rates for consultant or staff time, and any other equipment or service costs incurred as a result of the delayed implementation. If delay is caused or continued by the Provider, liquidated damages will apply. Such reimbursement shall be</p>				

<p>made in compliance with all applicable federal, state, and local laws and regulations.</p>				
<p>1.3.12 Confirm that Provider shall provide detailed shop drawings for District review/approval prior to the commencement of any work. This will include drawings for the mounting of equipment, floor plans, wall elevations, grounding and bonding details, conduit sleeve and fire-stop details, fiber diagrams, and the surface raceway detailed diagram for each varying scenario, etc. For any work affecting structure, the Provider confirms it will have the shop drawing signed off by a structural engineer prior to submission to the District for review and approval.</p>				
<p>1.3.13 Confirm that Provider will minimize service interruptions during school/business hours.</p>				
<p>1.3.14 Confirm that the point of connection will be extended into the main distribution frame (MDF), which serves the entire site local area network (LAN). Any conduit, conduit support, messengers, supporting components, and cabling required to extend the Service shall be provided by the Provider. Any equipment shall be rack mounted and will use space in the existing District owned racks/enclosures. The District UPS systems will be used for electrical protection and battery backup.</p>				
<p>1.3.15 Confirm that the installation of all cabling, components, and supporting infrastructure shall be installed in accordance with the National Electrical Code (NFPA70), the California Building Code (CBC) and the Building</p>				

<p>Industry Consultants Services International (BICSI) Telecommunications Design Methods Manual (TDMM), Customer Owned Outside Plant (CO-OSP) manuals and procedures, and any other applicable codes and standards as required.</p>				
<p>1.3.16 Confirm that Provider shall indicate to the District any suspected locations of asbestos during the pre-installation survey. The AHERA report will be provided to the Providers, upon request.</p>				
<p>1.3.17 Confirm that after installation Provider shall provide documentation of cabling installation and existing conduit utilized. This may be in the form of redline documentation. The documentation shall also include the rack placement, and the rack occupancy location.</p>				
<p>1.3.18 Confirm that Provider shall follow industry-standard equipment, installation, documentation and service standards. Minimally, Provider shall certify adherence to/compliance with standards outlined in Section 6. District Rules and General Terms and Section 7. Document/Requirements References.</p>				

1.3.19 Provide an overview of Provider’s recommended approach to implementation. Provide a project plan that includes the upgrade and full transition of all existing sites, including timelines for each site. District desires substantial completion within six (6) months of the issuance of notice to proceed. Assume no charges may be incurred prior to April 2023. Include tentative dates and a general outline of essential tasks/milestones and the overall timeline for implementation.

1.3.20 Describe Provider’s expectations for the physical condition of the main distribution frame (MDF) area and any other conditions for the installation area. In other words, what does the Provider define as a “room-ready” or acceptable space for the installation of equipment necessary to deliver the Services? Be sure to include floor spacing, floor loading, wall space, environmental factors such as air conditioning and ventilation, minimum size door opening required for equipment movement, and specify the electrical and grounding requirements for the Solution. Indicate what modifications will be needed, if any, at the site to meet those requirements. Unless otherwise stated, Provider will be responsible for any necessary modifications.

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1.3.21 Describe Provider’s proposed project approach, including the roles and responsibilities of project team members, required tasks and necessary onsite work. Include a detailed list of District and Provider responsibilities during the implementation process. Define and explain expectations of IUSD staff, including any requirements related to ordering processes, room readiness, testing and cutover.

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1.3.22 Describe any assumptions or constraints impacting Provider’s ability to deliver the Solution on the expected timelines.

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1.3.23 Describe any known interoperability/integration limitations with the District’s current environment.

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1.3.24 Specify any minimum system requirements, room-ready/environmental requirements, or other District responsibilities or conditions that must be completed prior to implementation that were not described in 1.3.19-1.3.23 above.

1.3.25 Specify any deviations or exceptions from the implementation requirements as defined in this RFP.

1.3.26 Please confirm that the Provider assumes all risk of loss or damage until the Solution has been fully implemented and accepted by District staff. State any exceptions or limitations to Provider's assumption of risk.

1.3.27 Describe Provider's resources and processes that ensure that the Services requested by the District can be delivered consistently, quickly, and securely to IUSD sites.

1.3.28 Describe Provider approach and services to support District transitions from incumbent wide area networks to ensure minimal interruption.



1.3.29 Describe any additional services or value-added expertise Provider is offering as part of Provider's Proposal.

**1.4 Support and Maintenance**

	Yes	No	P	Comments
1.4.1 Confirm that unlimited support is available 24/7/365.				
1.4.2 Confirm emergency after-business-hours support is available for critical issues (site/district outage).				
1.4.3 Confirm that, if selected, Provider will provide full-time, company-employed customer service professionals who are trained specifically to support the Solution and configuration recommended for IUSD.				
1.4.4 Confirm that Provider will appoint a single point-of-contact for IUSD for account management and escalation of issues.				

1.4.5 Describe anticipated Solution availability (ideally 24/7, 365 days per year). Provide details related to scheduled maintenance windows and precautions taken to minimize service disruption due to planned maintenance.

1.4.6 Please describe the size, work location and organizational structure of Provider’s support team that will support the Solution. If subcontractors are used for any support, maintenance or repair services, include a description of the process for selection, assignment, and review/supervision of subcontractor work.

1.4.7 Describe Provider’s process and response timelines for the following:

- A. Initial response to a school/node outage or significant performance issue;
- B. Assignment to a technical resource and onsite visit for an issue that cannot be resolved remotely;
- C. Full resolution of a school/node outage or significant performance issue (based on Service Level Agreement);
- D. Repairing or replacing components and Equipment included in the Solution.

- A.
- B.
- C.
- D.

1.4.8 Describe the process for reporting performance issues and outages. Include the following information:

- A. How would the District report a significant issue?
- B. How and when would that issue be escalated? What criteria are used to escalate issues/outages?
- C. How and when would updates on the issue be communicated?
- D. How can District personnel review issue updates and review past support requests/tickets?
- E. If the District is dissatisfied with the Provider’s response to an outage, how may the District escalate the issue?

- A.
- B.
- C.
- D.
- E.

1.4.9 Describe standard support hours (24x7x365 preferred). Describe extended and/or emergency support hours. If standard support is not available 24x7x365, describe criteria used and/or limitations on the availability of emergency or escalated support requests.

General Support:

Emergency/Urgent Support:

1.4.10 Describe guaranteed responses times, including initial response/acknowledgement of the request, assignment to a team/technician, on-site response time where needed, and other support milestones.

Initial Response:

Assignment:

One-Site Response:

Other Milestones:

1.4.11 Provide Service Level Agreement (SLA) **target response and resolution times** to tickets/reported incidents related to a node/site outage. If SLA's are differentiated by the scope or severity of the outage, provide the criteria for each SLA tier and the associated SLA targets.

1.4.12 Provide the **average or median experienced response and resolution time** for similar customers for incidents related to a node/site outage over the past two years.

1.4.13 Describe liquidated damages, credits, or refunds provided for outages or service degradation where the Provider's defined SLA is not met. Describe how and when liquidated damages and/or refunds based on service-level agreement violations are applied to the District's account.

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1.4.14 Describe District obligations in reporting potential Service issues.

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1.4.15 Indicate the provisions for service and support if Provider’s business terminates, is subjected to a strike, or shutdown for any reason.

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1.4.16 Provide the location of the nearest local support center that would be responsible for onsite repairs in the event of an outage or other issue.

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1.4.17 Describe any additional support Provider will provide related to reported issues with the Services.

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**1.5 E-Rate Requirements**

	Yes	No	P	Comments
1.5.1 Confirm Provider is an authorized service provider as determined by the Federal Communications Commission (FCC).				

1.5.2 Confirm that Provider is NOT currently in “Red Light Status” with the FCC.				
1.5.3 Confirm that Provider will provide discounts on the invoice, equivalent to the approved E-rate reimbursement amount, for all Equipment included in this RFP and the District’s E-Rate 471 Filing.				
1.5.4 Confirm Provider will bill and receive the remaining portion of payment directly from the Universal Services Administration Company (USAC).				
1.5.5 Confirm Provider has experienced staff available to assist with E-Rate filing as needed, including working with District’s designated E-rate consultant to provide supporting documentation for necessary filings and USAC inquiries or audits.				
1.5.6 Confirm that Provider does not charge any fees or costs for E-rate related purchases and processing.				
1.5.7 Confirm that Provider is capable of providing Services directly to each site in compliance with the rules and regulations of the Universal Service Administration Company (USAC) E-rate program.				
1.5.8 Confirm that Provider has a presence in District’s area, and is capable of expanding to future capacities within a one (1) year time frame. If the future capacities are not able to be provided under the current service Provider infrastructure, the Provider must include a transition and planning document which				

indicates the timeframe the intended future capacities will be available.

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1.5.9 Supply Provider's Service Provider Identification Number (SPIN). Failure to provide the required SPIN may result in the rejection of the Proposal. The Provider must have a valid Service Provider Identification Number (SPIN), and maintain the SPIN number throughout the entire term of the contract.

1.5.10 Provide an overview of Provider's experience as an E-rate service provider, including support structures and staffing specific to E-rate.

1.5.11 Describe Provider's proposed methodology for providing the E-rate discounts on invoices to the District. The successful Provider shall be responsible for providing the District on a timely basis the applicable E-rate documents (such as the Item 21 attachments and any certifications grids or forms) and for providing discounts in accordance with E-rate and CTF program rules and requirements on a timely basis. It is the Provider's responsibility to maintain an invoicing and accounting system to track E-rate and CTF discounts in a manner that is readily understandable by the District. In the RFP response, Provider must provide delineation between eligible and ineligible E-rate costs.

1.5.12 Confirm that Provider owns/operates all Services included in the Proposal and will not use another providers' fiber or related infrastructure to deliver the requested Services. If another providers' services will be used, provide details as to the extent (and location if applicable) of the subcontracted or leased services.

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1.5.13 Describe Provider's anticipated role in supporting District's E-rate application and discount/reimbursement.

## Part 2 Technology Requirements

The District is seeking bids from qualified Providers to provide high-speed lit fiber or leased dark fiber “Wide Area Network” Services.

### 2.1 LIT FIBER SERVICE

For lit fiber, the initial connection to OCDE from the IUSD NOC on the logical primary ring shall be 40Gbps with an option to scale up to 100Gbps, in 10Gbps increments, over the term of the initial Agreement, extensions, and potential successor Agreements. The initial connection of a site within the logical primary ring shall be 10Gbps circuits with the option to scale up to 100Gbps, in 10Gbps increments, over the term of the initial Agreement, extensions, and potential successor agreements. For lit fiber, the initial connection of a site within the logical subring shall be 1Gbps circuits with the option to scale up to 10Gbps, in 1Gbps increments, over the term of the initial Agreement, extensions, and potential successor agreements. Provider’s Proposal shall include optics and required electronics which would allow routing of packets across the sites in a manner allowing for a logical ring connection, to allow for load balancing, as determined by the District’s routing metrics (each site shall have a unique ingress circuit and a unique egress circuit). Please note, District does not require diverse path entrance facilities to each site or MPOE. The Service should include monitoring and notification of network outages in accordance with the SLA requirements contained herein.

Lit Fiber Service Requirements	Yes	No	P	Comments
2.1.1 Confirm that Provider can provide Service for all District sites in the logical primary ring at 10Gbps circuits with the option to scale up to 100Gbps, in 10Gbps increments, over the term of the initial Agreement, extensions, and potential successor agreements.				
2.1.2 Confirm that Provider can provide Service for all District sites in the logical subring at 1Gbps circuits with the option to scale up to 10Gbps, in 1Gbps increments, over the term of the initial Agreement, extensions, and potential successor agreements.				



<p>2.1.3 Confirm that the Solution shall provide a 40Gbps point-to-point connection between District’s NOC and Orange County Department of Education’s NOC as part of the logical primary ring, with the option to scale up to 100Gbps, in 10Gbps increments, over the term of the initial Agreement and potential successor agreements.</p>				
<p>2.1.4 Confirm that underground pathways shall be used where available. Overhead pathway may be used when underground pathway is not available and/or impractical.</p>				
<p>2.1.5 Confirm that all fiber used in the Solution be single-mode fiber.</p>				
<p>2.1.6 Confirm that all fiber terminations are “LC” terminations at the patch panel, District handoff or DEMARC.</p>				
<p>2.1.7 Confirm that no site or building in this Solution shall be connected via an aerial pathway. Provider must enter MPOE using underground conduit from the curb. If the existing conduit is suitable (meets all industry and code standard requirements) and has available capacity at a location, it should be available for the Provider to use. It will be the Provider’s responsibility to verify pathway and if no suitable pathway exists, the Provider must develop a pathway to provide service to the MPOE. District circuit handoff location will be at MDF room designated by IUSD.</p>				

2.1.8 In sites where the MDF rooms are not at the MPOE location, Provider confirms it will extend connection/hand-off to MDF room.				
2.1.9 Confirm that the Solution’s network design seeks to eliminate single points of failure including, but not limited to, using diverse fiber routing, diverse pathways, facilities, conduits, etc.				

2.1.10 Provide a **detailed description** how the proposed lit fiber Solution meets the requirements stated above.

2.1.11 Provide a network diagram of the proposed network topology, including a list of each site included in each logical sub ring.

**Desired Topology:**

**Logical Core Ring**

For reference, the service addresses for the existing leased fiber locations that the District desires to include in the logical Core Ring are located below. These named nodes and their addresses are pertinent for the termination points on each of the respective sub-rings.

- Creekside Education Center (Alternative/Virtual HS and Administrative Facilities); 3387 Barranca Parkway, Irvine, CA 92606
- Irvine High; 4321 Walnut Avenue, Irvine, CA 92604
- Northwood High; 4515 Portola Parkway, Irvine, CA 92620
- Portola High; 1001 Cadence, Irvine, CA 92618
- University High; 4771 Campus Drive, Irvine, CA 92612
- Woodbridge High; 2 Meadowbrook, Irvine, CA 92604
- District Office; 5050 Barranca Parkway, Irvine, CA 92604

- Network Operations Center (NOC)/Maintenance & Operations; 100 Nightmist, Irvine, CA 92618
- Orange County Department of Education (OCDE); 200 Kalmus Drive, Costa Mesa, CA 92626

### **Logical Sub-Ring**

A logical sub-ring architecture wherein each of the listed nodes below connects to the existing lit fiber logical Core Ring such that the respective sub-ring is terminated at two nodes on the Core Ring as specified below. Each logical sub-ring will support 1Gbps scaling to 10Gbps. In its proposal, Provider should make recommendations for which sites should be included in each logical sub-ring based on available Provider facilities, fiber routing and geographic limitations. Final determination of each site inclusion on any particular sub-ring will be at the District's discretion. It is anticipated that multiple sub-rings will be required to achieve appropriate balance between network performance and cost. Provider should seek to minimize cost and complexity while ensuring compliance with the design parameters contained herein.

### Elementary Sites:

- Alderwood Elementary (K-6); 2005 Knollcrest, Irvine, CA 92603
- Bonita Canyon Elementary (K-6); 1 Sundance Drive, Irvine, CA 92603
- Brywood Elementary (K-6); 1 Westwood, Irvine, CA 92620
- Canyon View Elementary (K-6); 12025 Yale Court, Irvine, CA 92620
- College Park Elementary (K-6); 3700 Chaparral Avenue, Irvine, CA 92606
- Culverdale Elementary (K-6); 2 Paseo Westpark, Irvine, CA 92614
- Cypress Village Elementary (K-6); 355 Rush Lily, Irvine, CA 92618
- Deerfield Elementary (K-6); 2 Deerfield Avenue, Irvine, CA 92604
- Eastshore Elementary (K-6); 155 Eastshore, Irvine, CA 92604
- Eastwood Elementary (K-6); 99 Meander, Irvine, CA 92620
- Greentree Elementary (K-6); 4200 Manzanita Street, Irvine, CA 92604
- Irvine Virtual Academy Elementary (K-6); 1 Liberty, Irvine, CA 92620
- Loma Ridge Elementary (K-6); 500 Tomato Springs, Irvine, CA 92618
- Meadow Park Elementary (K-6); 50 Blue Lake South, Irvine, CA 92614
- Northwood Elementary (K-6); 28 Carson, Irvine, CA 92620
- Oak Creek Elementary (K-6); 1 Dovecreek, Irvine, CA 92618
- Portola Springs Elementary (K-6); 12100 Portola Springs, Irvine, CA 92618
- Santiago Hills Elementary (K-6); 29 Christamon West, Irvine, CA 92620
- Springbrook Elementary (K-6); 655 Springbrook North, Irvine, CA 92614
- Stone Creek Elementary (K-6); 2 Stone Creek South, Irvine, CA 92604
- Stonegate Elementary (K-6); 100 Honors, Irvine, CA 92620
- Turtle Rock Elementary (K-6); 5151 Amalfi Drive, Irvine, CA 92603
- University Park Elementary (K-6); 4572 Sandburg Way, Irvine. CA 92612

- Westpark Elementary (K-6); 25 San Carlo, Irvine, CA 92614
- Woodbury Elementary (K-6); 125 Great Lawn, Irvine, CA 92620

K-8 Sites:

- Beacon Park School (K-8); 200 Cultivate, Irvine, CA 92618
- Cadence Park School (K-8); 750 Benchmark, Irvine, CA 92618
- Plaza Vista School (K-8); 670 Paseo Westpark, Irvine, CA 92606
- Solis Park (K-8); 101 Abacus, Irvine, CA 92618
- Vista Verde School (K-8); 6 Federation Way, CA 92603

Middle School Sites:

- Jeffrey Trail Middle; 155 Visions, Irvine, CA 92620
- Lakeside Middle; 3 Lemongrass, Irvine, CA 92604
- Rancho San Joaquin Middle; 4861 Michelson Drive, Irvine, CA 92612
- Sierra Vista Middle; 2 Liberty, Irvine, CA 92620
- South Lake Middle; 655 West Yale Loop, Irvine, CA 92614
- Venado Middle; 4 Deerfield Avenue, Irvine, CA 92604

Auxiliary Sites:

- Early Childhood Learning Center; 1 Smoketree, Irvine, CA 92604
- Legacy Creekside & Irvine Adult Transition Program; 311 West Yale Loop, Irvine, CA 92604
- El Camino Real (Administrative Facility) 4782 Karen Ann Lane, Irvine, CA 92604

**2.2 LEASED DARK FIBER REQUIREMENTS**

For leased dark fiber, District is seeking to lease four (4) stands of fiber for each site listed, which will connect each site to the logical ring (either primary ring or sub-ring): two (2) strands of fiber for ingress and two (2) strands of fiber for egress between two respective sites on the ring (each site shall have a unique ingress circuit from a source site and a unique egress circuit to a destination site; no site shall be an egress to more than one site or ingress from more than one site). Please note, District does not require diverse path entrance facilities to each site or MPOE.

District expects that monthly recurring charges are inclusive of facility lease charges and maintenance and operations in accordance with the SLA contained herein.

For leased dark fiber, the following additional conditions apply:

Leased Dark Fiber Service Requirements	Yes	No	P	Comments
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<p>2.2.1 Confirm that Provider can provide Service for all District sites in the logical primary ring capable of 10Gbps with the option to scale up to 100Gbps, in 10Gbps increments, over the term of the initial Agreement, extensions, and potential successor agreements.</p>				
<p>2.2.2 Confirm that Provider can provide Service for all District sites in the logical sub-ring(s) with the option to scale up to 10Gbps, in 1Gbps increments, over the term of the initial Agreement, extensions, and potential successor agreements.</p>				
<p>2.2.3 Confirm that the Solution provides a 40Gbps point-to-point connection between District’s NOC and Orange County Department of Education’s NOC with the option to scale up to 100Gbps, in 10Gbps increments, over the term of the initial Agreement, extensions, and potential successor agreements.</p>				
<p>2.2.4 Confirm that underground pathways shall be used where available. Overhead pathway may be used when underground pathway is not available and/or impractical.</p>				
<p>2.2.5 Confirm that four (4) strands of fiber shall be used for each site listed, connecting to each site’s respective nodes on the logical ring: two (2) fibers for ingress and two (2) fibers for egress.</p>				
<p>2.2.6 Confirm that all fiber used in the Solution shall be single-mode fiber.</p>				
<p>2.2.7 Confirm that all fiber terminations are “LC” terminations at the patch panel, District handoff or DEMARC.</p>				
<p>2.2.8 Confirm that no site or building in this Solution will be connected via an aerial pathway. Provider must enter MPOE using underground conduit from the curb. If the existing</p>				

<p>conduit is suitable (meets all industry and code standard requirements) and has available capacity at a location, it should be available for the Provider to use. It will be the Provider’s responsibility to verify pathway and if no suitable pathway exists, the Provider must develop a pathway to provide service to the MPOE. District circuit handoff location will be at MDF room designated by IUSD.</p>				
<p>2.2.9 In sites where the MDF rooms are not at MPoE location, Provider confirms it will extend connection/hand-off to MDF room.</p>				
<p>2.2.10 Confirm that Solution’s proposed network design seeks to eliminate single points of failure including, but not limited to, using diverse fiber routes, pathways, facilities, conduits, etc.</p>				
<p>2.2.11 Confirm that Solution provides distance between node endpoints in order that the District can configure node endpoints with correct optics.</p>				

2.2.12 Provide a **detailed description** how the proposed dark fiber solution meets the requirements stated above.

2.2.13 Provide a network diagram (including all span distances and fiber routing in a .kmz file) of the proposed network topology, including a list of each site included in each logical sub ring.

**Logical Core Ring**

For reference, the service addresses for the existing leased fiber locations that the District desires to

include in the logical Core Ring are located below. These named nodes and their addresses are pertinent for the termination points on each of the respective sub-rings.

- Creekside Education Center (Alternative/Virtual HS and Administrative Facilities); 3387 Barranca Parkway, Irvine, CA 92606
- Irvine High; 4321 Walnut Avenue, Irvine, CA 92604
- Northwood High; 4515 Portola Parkway, Irvine, CA 92620
- Portola High; 1001 Cadence, Irvine, CA 92618
- University High; 4771 Campus Drive, Irvine, CA 92612
- Woodbridge High; 2 Meadowbrook, Irvine, CA 92604
- District Office; 5050 Barranca Parkway, Irvine, CA 92604
- Network Operations Center (NOC)/Maintenance & Operations; 100 Nightmist, Irvine, CA 9261
- Orange County Department of Education (OCDE); 200 Kalmus Drive, Costa Mesa, CA 92626

### **Logical Sub-Ring**

A logical sub-ring architecture wherein each of the listed nodes below connects to the proposed logical Core Ring such that the respective sub-ring is terminated at two nodes on the Core Ring as specified below. Each logical sub-ring will support 1Gbps scaling to 10Gbps. In its Proposal, Provider should make recommendations for which sites should be included in each logical sub-ring based on available Provider facilities, fiber routing and geographic limitations. Final determination of each site inclusion on any particular sub-ring will be at District's discretion. It is anticipated that multiple sub-rings will be required to achieve appropriate balance between network performance and cost. The Provider should seek to minimize costs and complexity while ensuring compliance with the design parameters contained herein.

#### Elementary Sites:

- Alderwood Elementary (K-6); 2005 Knollcrest, Irvine, CA 92603
- Bonita Canyon Elementary (K-6); 1 Sundance Drive, Irvine, CA 92603
- Brywood Elementary (K-6); 1 Westwood, Irvine, CA 92620
- Canyon View Elementary (K-6); 12025 Yale Court, Irvine, CA 92620
- College Park Elementary (K-6); 3700 Chaparral Avenue, Irvine, CA 92606
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- Cypress Village Elementary (K-6); 355 Rush Lily, Irvine, CA 92618
- Deerfield Elementary (K-6); 2 Deerfield Avenue, Irvine, CA 92604
- Eastshore Elementary (K-6); 155 Eastshore, Irvine, CA 92604
- Eastwood Elementary (K-6); 99 Meander, Irvine, CA 92620
- Greentree Elementary (K-6); 4200 Manzanita Street, Irvine, CA 92604
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- Meadow Park Elementary (K-6); 50 Blue Lake South, Irvine, CA 92614
- Northwood Elementary (K-6); 28 Carson, Irvine, CA 92620

- Oak Creek Elementary (K-6); 1 Dovecreek, Irvine, CA 92618
- Portola Springs Elementary (K-6); 12100 Portola Springs, Irvine, CA 92618
- Santiago Hills Elementary (K-6); 29 Christamon West, Irvine, CA 92620
- Springbrook Elementary (K-6); 655 Springbrook North, Irvine, CA 92614
- Stone Creek Elementary (K-6); 2 Stone Creek South, Irvine, CA 92604
- Stonegate Elementary (K-6); 100 Honors, Irvine, CA 92620
- Turtle Rock Elementary (K-6); 5151 Amalfi Drive, Irvine, CA 92603
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- Westpark Elementary (K-6); 25 San Carlo, Irvine, CA 92614
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K-8 Sites:

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- Solis Park (K-8); 101 Abacus, Irvine, CA 92618
- Vista Verde School (K-8); 6 Federation Way, CA 92603

Middle School Sites:

- Jeffrey Trail Middle; 155 Visions, Irvine, CA 92620
- Lakeside Middle; 3 Lemongrass, Irvine, CA 92604
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- Sierra Vista Middle; 2 Liberty, Irvine, CA 92620
- South Lake Middle; 655 West Yale Loop, Irvine, CA 92614
- Venado Middle; 4 Deerfield Avenue, Irvine, CA 92604

Auxiliary Sites:

- Early Childhood Learning Center; 1 Smoketree, Irvine, CA 92604
- Legacy Creekside & Irvine Adult Transition Program; 311 West Yale Loop, Irvine, CA 92604
- El Camino Real (Administrative Facility) 4782 Karen Ann Lane, Irvine, CA 92604

**2.3 SERVICE LEVEL AGREEMENT**

Review the Service Level Agreement (SLA) provided in this section. Respond to criteria to confirm adherence to requirements of the SLA and provide additional information as requests.

	Yes	No	Comments



2.3.1 Confirm Provider’s acceptance of all requirements and provisions defined in the Service Level Agreement (SLA) provided in this section.			
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2.3.2 Describe any exceptions or requested modifications of the SLA requirements. Providers must delineate the specific provision of the SLA and the proposed alternative language/commitment. NOTE: Providers who state they will substitute their own SLA without specifically noting material differences between the proposed terms and their standard agreement, and providing a copy of the proposed SLA, may be deemed non-responsive by the District.

2.3.3 Describe Services and support included in the base, recurring fees and SLA included in the Proposal.

2.3.4 Identify any Services and/or support offerings NOT included in the base, recurring fees and SLA included in the Proposal.

2.3.5 List the service type, job title, and hourly rate for all service and support offerings not included in the base, recurring price included on the Pricing Form of the Proposal.		
Type of Technician/Service	Title	Hourly Rate

## I. SERVICE LEVEL AGREEMENT

### 1. DEFINITIONS

“Deficient Minutes” shall be calculated on a circuit by circuit basis and shall be the total number of minutes in a calendar month that are in excess of the number of minutes of path non-availability permitted by the terms of the Services Level Standards that Provider is required to meet under the terms of this Agreement. Deficient Minutes shall be calculated separately for each circuit where deficiencies occurred.

“Deficiency Credit” shall mean an amount equal to the total number of Deficient Minutes in the calendar month for which such Deficiency Credit is sought multiplied by a fraction of which the numerator is the Monthly Service Fee, and the denominator is the number of minutes in the relevant month.

“Outage Event” shall mean any outage or other loss of the Services, other than any outage that (i) is not reported by District to Provider within five (5) days of occurrence; (ii) is less than one (1) hour in duration; (iii) is attributable to Provider's scheduled network maintenance, which in no event shall include substitutions to or modifications of the Infrastructure described herein, (iv) is due to failure or outage of related telephone circuits (whether ordered by Provider or District), (v) results from District's applications, equipment or facilities, (vi) results from any act or omission of District or any user of District's equipment or account, or (vii) is due to or occasioned by any riots, wars, acts of enemies, national emergency, acts of vandalism, strikes, floods, fires, hurricanes, tornados, acts of God, or by any other cause not within the control of Provider that by the exercise of reasonable diligence Provider is unable to prevent, (viii) results from Provider not having been granted site access by the District, or (ix) results from District's unauthorized use of the Services.

2. DISTRICT SUPPORT AND SERVICES. Provider shall, at its option, repair or replace any equipment of infrastructure not functioning in accordance with Provider's contracted specifications for the Solution. Provider shall not provide technical support, maintenance, repair, or deployment service for District's software, hardware, or equipment unless Provider, in its sole discretion, agrees to do so in a separate written contract. Provider shall provide District support for the use of the Solution. Such support from the Provider shall be available on a commercially reasonable basis via telephone, via electronic mail, and through Provider's Internet site (“Internet Site”). Telephone numbers for such District support shall be posted on the Provider Internet Site. District may contact Provider for support and service at [TELEPHONE NUMBER]. If District's use of the Services requires that Provider visit District's premises for assistance, repair, deployment or connection, Provider shall be entitled to charge District the Provider's labor rates and related costs for each such visit if the assistance, repair, deployment or connection resulted from District negligence or problems with District-owned equipment, and District agrees to pay Provider such undisputed charges. Provider does not undertake to correct or repair and shall have no responsibility for the correction or repair of software, hardware, or equipment that Provider

does not supply. Provider will undertake commercially reasonable network management, traffic analysis, operational procedures, and user policies to support the service level standards provided in this Agreement.

**PROVIDER LABOR RATES**

Provider labor rates for Support Outside the Scope of the Agreement

Type of Technician	Title	Hourly Rate

**3. SERVICE LEVELS COMMITMENTS AND SERVICE CREDITS**

The Provider shall provide the Solution in conformance to standard industry requirements. These requirements shall, at a minimum, ensure that the following Operation and Maintenance objectives are met:

- Network Availability – 99.99%
  - Packet Delivery Rate – 99.99%
  - Mean Time to Repair 4 Hours, end-to-end
- a. Availability Commitment. Provider custom engineers each network solution up to 99.99% availability. Provider shall maintain Services availability for the District 100% of the time, except during Outage Events. Provider shall calculate the Deficiency Credit for any calendar month. Provider shall credit to District’s account as a refund the Deficiency Credit with a multiple of two times the calculated sum relative to the outage time.
  - b. Sites and Bandwidth Commitment Levels. Bandwidth Requirements Years 1-20 for Lit Fiber Service/Leased Dark Fiber. Each of the sites must minimally support bandwidth requirements as follows:
    - i. District NOC to OCDE - 40 Gbps, scalable to 100 Gbps
    - ii. Logical Primary Core Ring - 10 Gbps, scalable to 100 Gbps
    - iii. Logical Sub Rings - 1Gbps, scalable to 10Gbps

- c. Latency and Jitter Commitment. Provider's network, including the equipment and infrastructure, shall provide round-trip transmissions between circuit endpoints with an average ten (10) milliseconds or less except during Outage Events ("Latency Commitment"). The foregoing Latency Commitment is measured by averaging sample measurements taken during the Service Window between hub routers. Upon written request of District, for each minute in the Service Window during a calendar month for which Provider fails to satisfy its Latency Commitment, Provider shall credit to District's account as a refund the total number of latency minutes divided by the total number of minutes during the Service Window in that month. Provider's Jitter commitment is < 2 milliseconds one way.
- d. Packet Loss Commitment. Provider's network packet loss between circuit endpoints shall be limited to 0.1% or less each day except during Outage Events ("Packet Loss Commitment"). Provider shall measure packet loss using standard, industry-accepted methods during the Service Window between designated endpoints. Upon written request of District, for each minute in the Service Window for which Provider fails to satisfy its Packet Loss Commitment during a calendar month, Provider shall refund the total number of minutes where there was a packet loss of more than .1% divided by the total number of minutes during the Service Window in that month.
- e. Procedure for Notification of Deficiency. The Parties agree to the following procedures: (1) District notifies Provider Commitment level is exceeded for Latency, Jitter or Packet Loss indicating location and initial time notified; (2) District provides relevant timestamped logs and/or test results indicating start of deficiency; (3) Provider must remedy deficiency or provide timestamped log or test results indicating Infrastructure does not have such Deficiency.
- f. PROVIDER Response Times. Provider shall provide a District support service contact point. Provider shall respond within two (2) hours to any District notification, made to this contact point, of any failure of any Infrastructure to meet the requirements of this Agreement or Provider's published specifications for the Services.
- g. DISTRICT Reporting Commitment. Provider shall provide District at least forty-eight (48) hours advance notice of scheduled outages for network maintenance. The standard weekly maintenance window is Monday through Sunday from 1:00 a.m. to 6:00 a.m. local time. Notice of other scheduled maintenance outages will be provided to District's designated point of contact by telephone or e-mail.
- h. Service Credit Limit. District's total service credits for any calendar month may exceed the Monthly Service Fee. True outage is defined as set forth in the SLA. Provider and District may true-up on a twelve-month basis.

## 2.4 Upgrades and Site Changes

	Yes	No	P	Comments
2.4.1 Confirm that the Solution shall be designed to anticipate and provide for increases in bandwidth if requested during the life of the Agreement, extensions, and potential successor agreements. If additional bandwidth is requested, confirm that fees shall include only monthly fees as included in Provider’s Proposal.				
2.4.2 Confirm that no termination charges shall be charged (including fees for service termination, remaining monthly charges, or any other cost associated with termination) for sites closed by the District that are no longer occupied by District staff or students, or sites moved to a new location.				

2.4.3 For lit fiber service describe the process for District to request an increase or decrease bandwidth during the term of the Agreement, including Provider’s process to change bandwidth and billing.

2.4.4 Specify the amount of lead-time required for moves, changes, additions, and deletions.

2.4.5 Outline the process for adding new sites to the contract and bringing them online after the initial implementation of IUSD’s existing sites. IUSD expects that any additional sites shall be added as an addendum, and the terms and pricing of the addenda shall be consistent/coterminous with parent agreement. Be specific about the notification requirements and expected timelines. If a site-inspection is required prior to completing the work, include typical timelines from room-ready site inspection to delivery of the services.

**2.5 Security**

	Yes	No	P	Comments

2.5.1 Confirm that the Provider’s information security policies are documented and available to clients upon request.				
2.5.2 Confirm that IUSD may review Provider internal and/or 3rd party security audits.				

2.5.3 Explain internal Provider company protocols regarding the handling of client data. Providers may provide a copy of their data privacy policy or equivalent operational document(s) in response to this section.

## 2.6 Proposed Network Architecture

2.6.1 Confirm that Provider WAN switch (if any), other required equipment, and handoff will be rack mounted to existing 2 post 19” rack provided by IUSD.				
2.6.2 Confirm that Provider WAN switch (if any) may be plugged into existing UPS provided by IUSD.				
2.6.3 Confirm that all fiber optic terminations shall be clearly labeled, with fiber optic cabling routed into rack or enclosure without interference to the remaining cabling. Provider shall install a copper or fiber optic patch cord at the handoff jack location.				
2.6.4 Confirm that Provider will follow the TIA-606-A and BICSI TDMM 12th edition for proper labeling of all other hardware used throughout the telecommunications system.				
2.6.5 Confirm that all Patch/cross-connect cords that originate from the rear portion of the rack or enclosure (i.e. router connections) will be clearly labeled with a tag stating the originating device and port, if the device has multiple ports. This tag must be 5” ± 1” from the end of the patch/cross-connect cord and be able to be seen.				
2.6.6 Confirm that cabling shall be protected with properly rated innerduct and labeled. Provider shall be responsible for installing the properly rated sheath. This should be indoor/outdoor, or include a transition splice if the demarcation point requires more than fifty (50) feet of cabling from the entrance facility.				

2.6.7 Indicate the quantity of rack units required for initial bandwidth requirements, as well as future bandwidth requirements, if different.

### Part 3 Price

Provider must complete the Pricing Forms (Appendix E). In Appendix E, Provider shall detail the total cost of the Solution over the life of the potential agreement, including but not limited to: equipment and services required to deliver the Solution, construction materials and other costs, installation, packing, containers, transportation, delivery, shipping F.O. B. District location, assembly, disposal of waste, labor, implementation, programming, configuration, documentation, testing, licensing and maintenance, training, ongoing support, maintenance, repairs, materials, components, parts, supplies, tools, utility, recommended professional services, taxes, service fees, surcharges, special construction, non-recurring, and recurring services, and upgrades, and costs of optional equipment, and products and any other anticipated costs to IUSD to provide Solution in a good workmanlike manner as specified in this RFP and in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the Solution.

**Costs not identified by Provider shall be borne by Provider and will not alter the requirements identified in this solicitation.**

	Yes	No	Comments
3.1 Confirm that all costs, including, but not limited to, equipment and services required to deliver the Solution, construction materials and other costs, installation, packing, containers, transportation, delivery, shipping F.O. B. District location, assembly, disposal of waste, labor, implementation, programming, configuration, documentation, testing, licensing and maintenance, training, ongoing support, maintenance, repairs, materials, components, parts, supplies, tools, utility, recommended professional services, taxes, service fees, surcharges, special construction, non-recurring, and recurring services, and upgrades, and costs of optional equipment, and products and any other			

<p>anticipated costs to IUSD to provide Solution in a good workmanlike manner as specified in this RFP and in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the Solution.</p>			
<p>3.2 Confirm that the Pricing Form includes an itemized schedule of all costs for the proposed Solution and all pricing quoted includes all activities necessary for a complete, turn-key system.</p>			
<p>3.3 Confirm that if the price of a Service decreases during the period of delivery under a contract resulting from this RFP, the agreement shall be amended to reflect the decreased price and IUSD shall receive a corresponding decrease in price on the balance of deliveries.</p>			
<p>3.4 Confirm that there are no additional costs for the District to upgrade a site during the term of the agreement beyond the difference in monthly costs presented on the Pricing Form for bandwidth or service level offerings.</p>			
<p>3.5 Confirm that all new installations and upgrades made during the term of the agreement shall terminate, at no additional cost to the District, upon expiration or termination of the agreement resulting from the award of this RFP (all Services shall be coterminous).</p>			
<p>3.6 Confirm that there shall be no termination charges for closed or relocated sites.</p>			
<p>3.7 Confirm that Provider will accept payment from the USAC Schools and Libraries Division (SLD) for the eligible percentage of services provided, as identified on the Funding Commitment Decision Letter (FCDL). The District will pay the portion identified as the “Undiscounted Portion”. The billing will be identified annually on this multi-year contract, with the funded year beginning on July 1st and ending on June 30th of the following year.</p>			



3.8 Confirm that E-rate discounts are identified on invoices. No BEAR forms will be allowed.			
3.9 Confirm that billing for each connection will only begin after the circuit is tested and accepted by the District.			

3.10 Provide a narrative explanation of Provider’s pricing proposal as included in Appendix E. Describe in detail any limitations of (e.g., length of term, service quantities) that apply to the proposed pricing. *Note: limitations or terms that are unfavorable to the District may be cause for rejection of the Proposal.*

3.11 Describe any assumptions made impacting the cost proposal, and any limitations (e.g., professional service hours, room-ready conditions, acceptable SLAs) that apply to the listed costs.

3.12 Describe how growth and site additions and changes will impact the price. Be specific about components and timelines.

3.13 Describe how declining enrollment and site closures or relocations will impact the price. Be specific about components and timelines.

3.14 The costs and fees shall not begin until the Solution has been tested and accepted by IUSD. Describe payment milestones and expectations. *\*The District requires an acceptance period of thirty (30) days subsequent to the release of the circuit(s) and/or service to the District. During this 30-day period the Solution must perform without interruption of services and in compliance with all representations offered in Provider’s Proposal. Should the Solution or other associated devices fail to perform satisfactorily, the 30-day time frame for acceptance will start over until such time as the Solution performance is satisfactory for a period of 30 consecutive days. Final payment (including change orders) will be withheld, and the warranty period will not begin, until Solution acceptance.*

3.15 Describe specific liquidated damages, refunds or credits based on failure to perform to the specifications in this RFP and/or breaches of Provider’s stated Service Level Agreement(s). Include damages, refunds and credits for

- (1) Failure to deliver the Solution according to the schedule in the Proposed Project Plan, and
- (2) Failure of the Solution to meet stated Service Level Agreement(s) for uptime, available bandwidth and/or other performance criteria.

(1)

(2)

3.16 The District desires a fixed rate for the duration of the contract for the Solution. Confirm that (aside from a government-issued change to tax rates) the proposal pricing will not change over the life of the Agreement. If there are any periodic cost increases, provide the rate at which costs are escalated, including any contractual limits in escalation of costs. *\*Any price increases must be included in Provider’s proposal and the Pricing Forms.*

3.17 Describe the preferred term length and structure of the agreement (eg. initial term, renewal options, pricing conditions). Please be clear if proposed pricing is dependent on any of these terms.

## Part 4 Exceptions

4.1 Describe any exceptions to the RFP content, general expectations, specific requirements, and/or IUSD's Agreement. For each exception, propose acceptable alternative language and/or provide rationale to support the exception. *\*Exceptions and deviations that are contrary to the District's best interests, do not meet the needs of our staff and students, or conflict with regulations related to public contracts and procurement will not be accepted by the District and may be cause for rejection of the proposal.*

## **Appendix E: Pricing Form**

Providers **must complete the Pricing Form** (Appendix E). The scope of this project includes the provisioning of a high-speed network service to all of the District's sites. Providers must provide a narrative explanation of their pricing proposal.

Detail all costs associated with the proposed Solution, including but not limited to: equipment and services required to deliver the Solution, construction materials and other costs, installation, packing, containers, transportation, delivery, shipping F.O. B. District location, assembly, disposal of waste, labor, implementation, programming, configuration, documentation, testing, licensing and maintenance, training, ongoing support, maintenance, repairs, materials, components, parts, supplies, tools, utility, recommended professional services, taxes, service fees, surcharges, special construction, non-recurring, and recurring services, and upgrades, and costs of optional equipment, and products and any other anticipated costs to IUSD to provide Solution in a good workmanlike manner as specified in this RFP and in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the Solution.

Describe any assumptions made impacting the cost proposal, and any limitations (e.g., professional service hours, minimum quantities or order amount) that apply to the listed costs. The pricing quoted must include all activities necessary for a complete, turn-key Solution. **Costs not identified by the Provider shall be borne by the Provider and will not alter the requirements identified in this solicitation.**

Responses **must be submitted on the Pricing Form included in this RFP.**

**Provider's shall provide both PDF and Excel Pricing Forms with Proposal.**

Enter information as requested in the Pricing Form, as required to provide itemized pricing for the proposed Solution to meet the requirements specified in this RFP. Include all Equipment and Services required to meet the minimum specifications in this RFP. Providers may not alter the pricing form without the written permission of the District. Providers may provide supplemental attachments to the pricing form as necessary to detail service offerings. Failure to complete the Pricing Form as prescribed may be cause for rejection of the proposal.

Providers may submit proposals for both or any one Solution for leased dark fiber and/or lit fiber. If not submitting a proposal for either item, indicate "N/A" or "NO BID", or "LEAVE BLANK". **Do not indicate \$0.00.**

In the event of a calculation error by Provider, District will add each individual item to determine the correct total proposal amount. The corrected total proposal amount will be used as the Provider's proposal amount; otherwise the proposal will be rejected as non-responsive.

**PRICING FORM  
FOR SPECIAL CONSTRUCTION, NON-RECURRING,  
AND RECURRING SERVICES, AND UPGRADES**

(must include pricing for up to three 5-year voluntary extensions)

**PROVIDERS MUST COMPLETE THE PRICING SCHEDULE USING  
BID FORM**

**Definitions/Assumptions:**

In completing the pricing form, please assume the following bandwidth for both the Lit Fiber Solution (Option 1) and the Leased Dark Fiber Solution (Option 2). Refer to complete technical requirements in the Request for Proposal Document for additional information.

Connection Type	Timeline	
	Initial Term	Initial or successor terms (option to scale up)
NOC to OCDE segment of Primary (Core) Ring	40Gbps	100Gbps (in 10Gbps increments)
Logical Primary (Core) Ring	10Gbps	100Gbps (in 10Gbps increments)
Logical Subring	1Gbps	10Gbps (in 1 Gbps increments)

**Pricing Form Instructions:**

Providers may submit proposals for both or any one Solution for leased dark fiber and/or lit fiber. If not submitting a proposal for either item, indicate “N/A” or “NO BID”, or “LEAVE BLANK”. **Do not indicate \$0.00.**

**Provide both PDF and Excel Pricing Forms.**

In the event of a calculation error by Provider, District will add each individual item to determine the correct total proposal amount. The corrected total proposal amount will be used as the Provider’s proposal amount; otherwise the proposal will be rejected as non-responsive.

Include estimated taxes, surcharges, and service fees, including California Sales or Use Taxes, in unit prices in Proposal.

**IUSD WAN RFP Pricing Form**

**Option 1: Lit Fiber**

**Connection to ISP (IUSD NOC to OCDE)**

Input the monthly recurring costs PER SITE in the table below based on the specified bandwidth and year of the contract.

Year of Contract	Contracted Bandwidth						
	40 Gbps	50 Gbps	60 Gbps	70 Gbps	80 Gbps	90 Gbps	100 Gbps
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

**Logical Core Ring**

Input the monthly recurring costs PER SITE in the table below based on the specified bandwidth and year of the contract.

Year of Contract	Contracted Bandwidth									
	10 Gbps	20 Gbps	30 Gbps	40 Gbps	50 Gbps	60 Gbps	70 Gbps	80 Gbps	90 Gbps	100 Gbps
1										
2										
3										
4										
5										
6										
7										
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10										
11										
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16										
17										
18										
19										
20										

## Logical Sub Ring

Input the monthly recurring costs PER SITE in the table below based on the specified bandwidth and year of the contract.

Year of Contract	Contracted Bandwidth									
	1 Gbps	2 Gbps	3 Gbps	4 Gbps	5 Gbps	6 Gbps	7 Gbps	8 Gbps	9 Gbps	10 Gbps
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
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13										
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16										
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19										
20										

## Additional Costs (Construction/Installation/Taxes/Fees)

Please add any special construction costs, implementation/installation costs, taxes, fees or other charges not included in the monthly costs listed above. To the extent that these fees vary based on the contracted bandwidth, year of contract, or other factors, use the "Other Cost" lines in the table to (1) define the specific criteria for the cost (e.g., 1 Gbps connection, years 1-10) and (2) the amount of the cost. Expand this table as needed to capture any and all costs not included in the sections above.

Cost	One Time (Contract)	One Time (Per Site)	Monthly (Contract)	Monthly (Per Site)
Special Construction				
Implementation/Installation				
Fees				
Estimated Taxes (May be entered as a percentage of contract costs)				
Other Cost (Describe on Subsequent Lines)				

### Definitions:

One Time (Contract)	One-time costs that are incurred as a flat fee for the entire agreement.
One Time (Per Site)	One-time costs incurred for each site/location included in the agreement.
Monthly (Contract)	Recurring fees that are charged based on the entire agreement (e.g., an overarching maintenance fee).
Monthly (Per Site)	Monthly fees that are charged for each site/location included in the agreement (e.g., a per-location maintenance fee).

**IUSD WAN RFP Pricing Form**

**Option 2: Leased Dark Fiber**

**Connection to ISP (IUSD NOC to OCDE)**

Input the monthly recurring costs PER SITE in the table below based on the specified bandwidth and year of the contract.

Year of Contract	Contracted Bandwidth						
	40 Gbps	50 Gbps	60 Gbps	70 Gbps	80 Gbps	90 Gbps	100 Gbps
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

**Logical Core Ring**

Input the monthly recurring costs PER SITE in the table below based on the specified bandwidth and year of the contract.

Year of Contract	Contracted Bandwidth									
	10 Gbps	20 Gbps	30 Gbps	40 Gbps	50 Gbps	60 Gbps	70 Gbps	80 Gbps	90 Gbps	100 Gbps
1										
2										
3										
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## Logical Sub Ring

Input the monthly recurring costs PER SITE in the table below based on the specified bandwidth and year of the contract.

Year of Contract	Contracted Bandwidth									
	1 Gbps	2 Gbps	3 Gbps	4 Gbps	5 Gbps	6 Gbps	7 Gbps	8 Gbps	9 Gbps	10 Gbps
1										
2										
3										
4										
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## Additional Costs (Construction/Installation/Taxes/Fees)

Please add any special construction costs, implementation/installation costs, taxes, fees or other charges not included in the monthly costs listed above. To the extent that these fees vary based on the contracted bandwidth, year of contract, or other factors, use the "Other Cost" lines in the table to (1) define the specific criteria for the cost (e.g., 1 Gbps connection, years 1-10) and (2) the amount of the cost. Expand this table as needed to capture any and all costs not included in the sections above.

Cost	One Time (Contract)	One Time (Per Site)	Monthly (Contract)	Monthly (Per Site)
Special Construction				
Implementation/Installation				
Fees				
Estimated Taxes (May be entered as a percentage of contract costs)				
Other Cost (Describe on Subsequent Lines)				

### Definitions:

- One Time (Contract) One-time costs that are incurred as a flat fee for the entire agreement.
- One Time (Per Site) One-time costs incurred for each site/location included in the agreement.
- Monthly (Contract) Recurring fees that are charged based on the entire agreement (e.g., an overarching maintenance fee).
- Monthly (Per Site) Monthly fees that are charged for each site/location included in the agreement (e.g., a per-location maintenance fee).