

Addendum No. II
Bid No. 23/24-01 IT
May 16, 2024

This addendum forms a part of the contract and modifies the original Bid documents. This addendum shall supersede all previously issued specifications, addenda and any other written or verbal direction. The modifications within this addendum shall be made part of the contract documents and shall be subject to all requirements thereto. **Bidders shall modify the following items wherever appearing in any portion of the Bid documents.**

Changes and Clarifications

2.1 Section 6, 9 and 11 of the General Conditions are amended to clarify that “for Services provided directly by Bidders and not through a manufacturer, MSRP should be interpreted as ‘Provider’s standard rate’. If the services are not listed in a link to MSRP pricing, Bidders may attach a listing of standard rates in lieu of providing a link and record the discount off those rates in the Catalog discount section.”

The Bid Pricing Form has been updated accordingly (please see attached).

2.2 Section 9 of the General Conditions is hereby amended to clarify that “Bidders that do not have a traditional online catalog may meet this requirement by providing a comprehensive price list for products and brands included in the bid response. That price list must be maintained and must be accessible to the District at any time to support purchasing and audit requirements.”

The Response Template and Bid Pricing Form have been updated accordingly (please see attached).

2.3 The Bid Form Pricing Sheet has been amended to include the words “**includes shipping*” in the Short List Bid Items and “if applicable” in the Catalog Discount - Services Brand/Manufacturer section for Transparency (please see attached).

2.4 Section 21. of the Information for Bidders is hereby amended to read: “Deviations from Bid Terms and Conditions. Deviations from any bid term or condition **may** cause a bid to be rejected as nonresponsive. All deviations must be clearly noted at time of bid submission. If not noted, the assumption is that Bidder is bidding as specified in Bid Documents. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.”

ALL OTHER PROVISIONS of the Bid Documents shall remain unchanged. This Addendum is hereby made a part of the Bid Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof.

NOTE: The failure or omission of any Bidder to receive or examine any Bid documents, forms, instruments, addendums, specifications, or other documents, shall by no means relieve any Bidder from any obligation with respect to its Bid response or to the contract.

PURCHASE ORDER

PURCHASE ORDER NUMBER	
<small>(THIS NUMBER MUST APPEAR ON ALL SHIPPED MATERIAL AND CORRESPONDENCE)</small>	

DELIVERY DUE DATE

ISSUED/PRINTED 0 0	BID/REQUISITION #	BUYER	CONTACT PHONE NUMBER	VENDOR # P: F:	VENDOR ACCT #/TERMS	REQUESTOR/END USE	SHIP VIA/FOB
			DELIVERY HOURS				

FROM/BILL TO:
IRVINE UNIFIED SCHOOL DISTRICT
5050 BARRANCA PARKWAY
IRVINE, CA 92604-4698

TO:

SHIP TO:

ITEM NO	ITEM DESCRIPTION	QTY	UNIT	COST	EXTENSION
Page 1 of 1					
Sample					

ACCOUNTS AND AMOUNTS

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Assistant Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any supplier attempting to or providing such Incentives shall result in the immediate termination of any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. Debarment and Suspension: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Subtotal:
Tax:
Discount:
Freight:
PO Total:

VENDOR

Authorized Signature

TERMS AND CONDITIONS

1. **DEFINITIONS** – The District/Office of the Irvine Unified School District shall be hereinafter referred to as the Irvine Unified School District and the Vendor shall be hereinafter referred to as Supplier.
2. **LIMITATION OF PAYMENTS** – Prices and amounts shown herein are the maximum amounts authorized for payment under this order (excluding any handling/delivery charges unless specified herein).
3. **INVOICES** – Separate invoices are required for each purchase order. Invoices shall be submitted in triplicate, unless otherwise specified, and shall contain the following information: purchase order number, item number, item description, quantity, unit price, and extended totals for items delivered. Sales tax, where applicable, shall be shown separately. Handling/delivery charges shall be identified in accordance with General Provision #6. Failure to enter the above information on the invoice shall cause a delay in payment.
4. **VARIATION IN QUANTITY** – No variation in the quantity of any item called for by this order shall be accepted, unless agreed to and specified elsewhere in this order.
5. **DISCOUNTS** – In connection with any discount offered, the discount period shall begin on the date of delivery and acceptance at destination, and/or the date the correct invoice is received in the Accounts Payable office, and/or on the date final approval for payment is authorized if an adjustment in payment is necessary due to damage, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the warrant.
6. **SHIPPING** – Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. destination. Where specific authorization is granted to ship goods F.O.B. shipping point, the Supplier shall prepay all shipping charges, route goods by the cheapest way (unless authorized to ship by other means) and bill the Irvine Unified School District for the actual handling/delivery charges paid. Invoices containing handling/delivery charges shall include either the original or a copy of the prepaid bill of lading. Claims for handling/delivery charges which are not properly supported will not be paid. This does not apply to U.S. Mail or U.P.S. charges.
7. **INSPECTION AND ACCEPTANCE** – Inspection and acceptance will be at destination, unless otherwise provided. Regardless of the F.O.B. point, the Supplier agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery; and such loss, injury, or destruction shall not release the Supplier from and obligation hereunder.
8. **PACKAGING** – All items shall be prepared and packed for shipment in a manner that will prevent damage in transit. The Irvine Unified School District is not liable for extra charges for packing or cartage unless specified elsewhere in this order. Supplier shall mark the purchase order number on each container.
9. **CAL-OSHA** – The Supplier certifies, by shipment, that all equipment furnished under this order meets or exceeds applicable CAL-OSHA codes. Material Safety Data Sheets (MSDS) need to accompany all applicable chemicals.
10. **WARRANTY** – The Supplier agrees that all supplies, equipment, or services furnished under this order shall be covered by the most favorable commercial warranties the Supplier provides any customer for such supplies, equipment, or services, and that the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Irvine Unified School District by any other provision of this order.
11. **EXCUSABLE DELAYS** – The Supplier shall be excused from performance hereunder during the time and to the extent that he is prevented from obtaining, delivering, or performing by acts of God, fire, strike, lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the Irvine Unified School District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
12. **INDEPENDENT CONTRACTOR** – While providing the supplies or services ordered herein, the Supplier is an independent contractor and not an officer, employee or agent of the Irvine Unified School District.
13. **DEFAULT BY SUPPLIER** – Failure to comply with any of the terms and/or conditions of this purchase order shall constitute default by the Supplier.
14. **ASSIGNMENT OF PURCHASE ORDER** – The Supplier shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the Irvine Unified School District.
15. **HOLD HARMLESS** – The Supplier shall hold harmless and indemnify the Irvine Unified School District, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:
 - A. Any injury to property or person including death, sustained by the Supplier or by any person, firm, or corporation employed by the Supplier, directly or indirectly upon or in connection with the services hereunder, however caused; and
 - B. Any injury to property or person, including death, sustained by any firm or corporation, caused by any error, omission, neglect, or torturous act of the Supplier, its officers, agents, or employees, upon or in connection with the services hereunder, whether the injury or damage occurs upon or adjacent to the premises whose services hereunder are performed;
 - C. The Supplier, at its own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings, that may be brought or instituted against the Irvine Unified School District on any such claim, demand, or liability, and pay or satisfy any judgment that may be rendered against the Irvine Unified School District, its officers, agents, or employees in any such action, suit, or other proceedings as a result of A and/or B above.

BID FORM AND REQUIRED DOCUMENTS

**BID NO. 23/24-01 IT
TECHNOLOGY EQUIPMENT AND PERIPHERALS**

FOR

IRVINE UNIFIED SCHOOL DISTRICT
5050 BARRANCA PARKWAY
IRVINE, CA 92604

Firm Name:			
Address:			
Telephone:		Fax:	
Email Address:			
Website For Online Catalog:			

**If no online catalog is available: provide a comprehensive price list for products and brands.*

**If services are not included in a link to MSRP pricing: attach a listing of standard rates for services*

Bid No. 23/24-01 IT TECHNOLOGY EQUIPMENT AND PERIPHERALS

BID FORM PRICING SHEET

Name of Bidder:

Website of Online Catalog:

*** If no website is provided, provide a comprehensive price list for products and brands included in the bid response.**

Submit a PDF and excel Bid Form Pricing Sheet with Bid Documents

Bid prices are to include all costs associated with the proposed Solution including, but not limited to, shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, miscellaneous costs, and costs of optional services and products. Do **not** include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Costs not identified by Bidder shall be borne by Bidder and will not alter the requirements identified in this solicitation.

Whenever any Equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or equal", and Bidder may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified, subject to District approval.

Should the Bidder wish to request prior to bid opening, any substitution for the materials, process, Work or Equipment **specified in the Short List**, the Bidder shall submit a written request to the District **within the timeframe stated for Requests for Information (RFI's)**, in accordance with Information for Bidders Sections 9 and 19. Bidders submitting RFIs requesting substitutions of "or equal" products should include the line number, description, and manufacturer and model no. listed on the original Bid Documents, and the manufacturer and model no. of the proposed "or equal" product. Descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District.

For proposed **Catalog Discount Work and Equipment**, Bidders should list all manufacturers available in the column denoted "Brands/Manufacturers". Bidders are not required to offer Equipment from all manufacturers listed in the description. Bidders may propose additional "or equal" manufacturers. Suitability and valuation of "equals" rest in the sole discretion of the District.

Bidders must complete all items, or the bid submitted may be declared non-responsive. Note: This is NOT AN ORDER. If a Bidder will not bid on an item, it should write "No Bid" under the unit price.

Bidders may add additional rows for tiered pricing. Specify the different tier quantities in the "Minimum Purchase Amount" column.

EXAMPLE

Line #	Description	Manufacturer & Model No.	Minimum Purchase Amount	Unit Cost	Discount %	Extended Price Per Unit *includes shipping
1.a.	Example Company Chromebook 11"	Example Company, model no. 1234	1-499	\$250	5%	\$237.50
1.b.	Example Company Chromebook 11"	Example Company, model no. 1234	500-1,999	\$250	7%	\$232.50
1.c.	Example Company Chromebook 11"	Example Company, model no. 1234	2,000 - 4,999	\$250	10%	\$225.00
1.d.	Example Company Chromebook 11"	Example Company, model no. 1234	5,000+	\$250	13%	\$217.50

Short List Bid Items

Line #	Description	Manufacturer & Model No.	Minimum Purchase Amount	Unit Cost	Discount %	Extended Price Per Unit *includes shipping
1	HP Chromebook 11 G9 EE - N4500 32/4	HP Chromebook 11 G9 EE - 3V2Y2UT#ABA				
1.a.	Lenovo 100e G3	Lenovo Part number : 82UY0000US				
1.b.	Lenovo 100e G4	Lenovo Part number : 83G80002US				
2	HP Fortis x360 G3 J 11" 2-in-1 - N4500 32/4	HP Fortis x360 G3 J - 7L300UT#ABA				
2.a.	Lenovo 500e G3	Lenovo Part number : 82JB003XUS				
3	Google Chrome Mgmt License	Google Chrome Education Upgrade - CROS-SW-DIS-EDU-NEW				
4	AVerCharge C36i+	AVer C36i+ - CHRGC36i+				
5	Poly Studio X52 All-In-One Video Bar with TC10 Controller Kit	Poly Studio X52 Video Kit - 8D8L1AA#ABA				
6	Aver M11-8M	Aver VISIM118M				
7	HP LaserJet Pro 4001dn	HP - 2Z600F#BGJ				
8	HP LaserJet Pro M501dn	HP - J8H61A#BGJ				
9	HP Color LaserJet Enterprise M554dn	HP - 7ZU81A#BGJ				

10	Aruba 8360-32Y4C v2 FB 3F 2AC Bdl Core Switch	JL700C				
11	Aruba 6300M 48G 4SFP56 Switch	JL663A				
12	Aruba 6300M 48SR5 CL6 PoE 4SFP56 Switch	JL659A				
13	Aruba X371 12VDC 250W 100-240VAC PS	JL085A				
14	Aruba X372 54VDC 1050W 110-240VAC PS	JL087A				
15	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	ROM46A				
16	Aruba 10G SFP+ LC SR 300M MMF XCVR	J9150D				
17	Aruba AP-535 (US) Unified AP	JZ337A				
18	Aruba AP-575 (US) Outdoor 11ax AP	R4H23A				
19	APC UPS 6000VA (Input 208V L14-30P) UPS	SURTD6000RMXLP3U				
20	APC SMART UPS SRT 3000VA RM 120V UPS	SRT3000RMXLA				
21	Epson Powerlite L260F - 3LCD projector	V11HA69020				
22	Epson Powerlite 760W - 3LCD projector - ultra short throw	V11HA81020				
23	Samsung 65 in 4K Digital Signage Display	Samsung QB65C				
24	Lightspeed Topcat Classroom Audio	TCN-FS-M				
25	ATLASied pOe+ INDOOR Wall Mount IP Speaker w/LCD display Talkback	IP-SDM				

Catalog Discount:

Bidders may respond to line items with one catalog discount percentage for all brands/manufacturers **or** insert additional line items to differentiate discount level offered by brands/manufacturers or product lines. Catalog discounts will be based on Manufacturer's Suggested Retail Price as listed in manufacturer's or Bidder's online catalog. Bidders may include an attachment include additional brands/manufacturers offered.

EXAMPLE

	<u>Description</u>	<u>Can Comply?</u>		<u>Brand/Manufacturer</u>	<u>Catalog Discount (based on MSRP)</u>	<u>Clarifications and/or Restrictions</u>
		<u>YES</u>	<u>NO</u>			
1	Chromebooks, Brands may include, but are not limited to: Brand A, Brand B & Brand C.	X		Brand A, Brand C, Brand D	__20__% Catalog Discount	

General Hardware Catalog Type Items

	<u>Description</u>	<u>Can Comply?</u>		<u>Brand/Manufacturer</u>	<u>Catalog Discount (based on MSRP)</u>	<u>Clarifications and/or Restrictions</u>
		<u>YES</u>	<u>NO</u>			
26	Brand name items from computer hardware manufacturers. Brands may include, but are not limited to: Acer, Dell, HP, Lenovo, Microsoft, Toshiba, and any other Intel, ARM, or AMD based computers and systems.				_____% Catalog Discount	
27	Computer and tablet peripherals, components, upgrades, accessories, and related equipment including all manufacturers' "optional" products and warranties. Including all manufacturers available to the Bidder.				_____% Catalog Discount	
28	Device storage and/or charging solutions. Brands may include, but are not limited to: Anywhere, Aver, Bretford, LocknCharge, Tripp Lite.				_____% Catalog Discount	
29	Digital cameras, lenses, lighting, microphones, drones, and related photography/videography peripherals, software, and accessories. Brands may include, but are not limited to: Canon, DJI, Panasonic, Sony.				_____% Catalog Discount	
30	Printers, 3D printers, toner, inkjet ink, accessories, and other related supplies. Brands may include, but are not limited to: Canon, Dell, Dremel, Epson, HP, Konica-Minolta, Kyocera, Ricoh, Toshiba, Xerox.				_____% Catalog Discount	
31	Cables and cable management solutions, including, but not limited to: HDMI, VGA, network cables and adapters, terminators, raceway, patch cables, video, audio, and power cables. Including all manufacturers available to the Bidder.				_____% Catalog Discount	

Network, Data Center, and Security Catalog Type Items

	<u>Description</u>	<u>Can Comply?</u>		<u>Brand/Manufacturer</u>	<u>Catalog Discount (based on MSRP)</u>	<u>Clarifications and/or Restrictions</u>
		<u>YES</u>	<u>NO</u>			
32	Brand name items from network hardware manufacturers. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, HP ProCurve, Juniper, Ruckus, and any other managed or unmanaged hardware, component, or related devices available to Bidder.				_____% Catalog Discount	

33	Wireless technology: including access points, controllers, mounts and enclosures, and any other components and peripherals. Brands may include, but are not limited to: HP/Aruba, Oberon, Ventev/Terrawave, Aerohive, Cisco, Ruckus				_____% Catalog Discount	
34	Server, storage, and virtualization hardware and peripherals, and licensing. Brands may include, but are not limited to: Cisco, HP, Dell, IBM, VMWare, Microsoft.				_____% Catalog Discount	
35	Network security appliances and software including layer 7 Firewall, Content Filtering, log management (SEIM), Intrusion Defense and Prevention System (IDS, IPS), endpoint protection, SPAM and phishing protection. Brands may include, but are not limited to: iBoss, Palo Alto, Cisco, HP, Sonicwall, Symantec, CrowdStrike, Microsoft, Barracuda, Agari, Avanan.				_____% Catalog Discount	
36	Uninterruptible Power Supply (UPS). Brands may include, but are not limited to: Schneider Electric, APC, Tripp Lite				_____% Catalog Discount	
37	Safety systems which may include: networked surveillance, access control, and emergency alert systems, cameras, servers, software, and peripherals. Brands may include, but are not limited to: Axis, Avigilon, Cisco, Panasonic, and Entre.				_____% Catalog Discount	
38	Public Address and Clock/Bell/Loudspeaker systems. Brands may include, but are not limited to: Atlas, Bogen, Cisco, Ducane.				_____% Catalog Discount	
39	Wireless management licenses and maintenance. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.				_____% Catalog Discount	
40	Network management software, network equipment or security appliance maintenance/support services, or network access control. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.				_____% Catalog Discount	

General Software Catalog Type Items

	Description	Can Comply?		Brand/Manufacturer	Catalog Discount (based on MSRP)	Clarifications and/or Restrictions
		YES	NO			
41	Microsoft 365 Education Licensing				_____% Catalog Discount	
42	Microsoft Licensing - Server				_____% Catalog Discount	
43	Google Workspace for Education				_____% Catalog Discount	
44	Software programs and related services, including products that are licensed for installation on user devices and products offered in a software-as-a-service model.				_____% Catalog Discount	

Audio Visual Catalog Type Items

	Description	Can Comply?		Brand/Manufacturer	Catalog Discount (based on MSRP)	Clarifications and/or Restrictions
		YES	NO			
45	Projectors, lamps, mounts, and accessories. Brands may include, but are not limited to: Acer, BenQ, Epson, Optoma, Viewsonic.				_____% Catalog Discount	
46	Interactive displays, mounts, carts, and accessories. Brands may include, but are not limited to: Aver, Promethean, Samsung, Smart Technologies, Viewsonic.				_____% Catalog Discount	
47	Large format displays, mounts, carts and accessories. Brands may include, but are not limited to: LG, NEC, Panasonic, Samsung, Sharp, Bretford, Conen, Peerless, Tripp Lite.				_____% Catalog Discount	
48	Document cameras and accessories. Brands may include, but are not limited to: Aver, Elmo, Epson, Hovercam, IPEVO.				_____% Catalog Discount	
49	Video conferencing equipment, accessories, and software. Brands may include Poly, Logitech, Neat, Zoom				_____% Catalog Discount	
50	Integrated audio visual systems. Brands may include, but are not limited to: Extron, Crestron, Lightspeed, and FrontRow.				_____% Catalog Discount	
51	Audio visual equipment including, but not limited to: microphones, speakers, sound boards, presenter equipment and accessories, and theater management tools from any manufacturer available to Bidder.				_____% Catalog Discount	

Services

	Can Comply?	Brand/Manufacturer	Catalog
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	Description	YES	NO	urer (if applicable)	Discount (based on MSRP)	Clarifications and/or Restrictions
52	Configuration Services, including but not limited to: asset tagging, device enrollment, etching, memory or other component installations, imaging, software installation, or any other Configuration Lab type services.				_____% Catalog Discount	
53	Engineering Services, including but not limited to: assessment, design, configuration, implementation, or diagnostic troubleshooting of wired or wireless networking, physical or virtual servers, Storage Area Network (SAN), backup or disaster-recovery solutions. Engineers preferred to be-experienced with: Cisco, Dell EMC, HP, NetApp, VMWare, Microsoft, and must be manufacturer certified.				_____% Catalog Discount	
54	Audio Visual Installation Services, including but not limited to: projector/display mounting, low voltage cabling, speaker installation.				_____% Catalog Discount	

*For Services provided directly by Bidders and not through a manufacturer MSRP should be interpreted as "Provider's standard rate". If the services are not listed in a link to MSRP pricing, Bidders may attach a listing of standard rates in lieu of providing a link and record the discount off those rates in the Catalog discount section.

** Pricing and discounts reflected are a minimum discount, and additional discounts may be agreed upon by Bidder and District, depending on brands/manufacturers offered, volume purchases, and other promotions.*

Company Name: _____

Vendor Name: _____

Vendor Signature: _____ **Date:** _____