



Irvine Unified School District
Orange County, CA

RFP No. 20/21-01IT
Network Equipment and Services

Proposal Deadline: December 16, 2020 at 12:00 pm

Contact: Michelle Bennett

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

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: December 16, 2020 at 12:00 pm

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. 20/21-01IT, NETWORK EQUIPMENT AND SERVICES.**

Request for Proposal documents can be downloaded on November 9, 2020 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 Vendor Conference: The District will conduct a non-mandatory pre-proposal vendor conference on November 13, 2020 at 2:00pm pacific time. Vendors may attend via conference call at (949)610-7036. Vendors who wish to attend this meeting should RSVP to Michelle Bennett at MichelleBennett@iusd.org.

Any questions regarding the Request for Proposals shall be directed to Michelle Bennett at MichelleBennett@iusd.org, via e-mail **only by 12:00 pm on December 2, 2020**. All responses will be posted on the District's website.

Irvine Unified School District
Governing Board

Publish: Orange County Register – November 9 & 16, 2020

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1. Background and Overview

1.1 Overview

The Irvine Unified School District (“IUSD”, “District” or “The 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 35,500 (Pre-K through 12), in one (1) early childhood learning center, twenty-four (24) elementary schools, four (4) K-8 schools, six (6) middle schools, five (5) comprehensive high schools, one (1) alternative high school and one (1) TK-12 virtual school. 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 a high-quality local and wide area network components, including but not limited to network switches, wireless access points, uninterruptible power supplies and related equipment (“Equipment”) and services (“Services”). The combined Equipment and Services requested through this RFP shall be referred to as “Solution”.

IUSD is soliciting qualified service Vendors, (hereafter referred to as “Vendor”, “Provider”, or “Contractor”) for one Solution. Under this Solution, the Vendor shall submit a proposal (“Proposal”) for the purchase, requested implementation support and ongoing services for network Equipment and Services. The District shall award the RFP to a single provider offering the most favorable Proposal.

Instructional and operational use of technology continues to expand throughout the District. IUSD completed a local area network upgrade and equipment between 2014 and 2016. This RFP will serve as the procurement vehicle to refresh aging network and wireless equipment and continue to enhance network connectivity and reliability.

Quantities described in the RFP are **estimates** only and the District does not guarantee that a minimum or maximum amount will be purchased. The District reserves the right to purchase more or less of the units specified at the unit cost provided in Vendor’s Proposal. The District intends to refresh network equipment over a three-year, multi-phase project. The Equipment will be purchased separately for each phase of the refresh. Responding Vendor must list any minimum quantities or order size that may affect Proposal terms or pricing. Requirements noted by the Vendor, or exceptions to terms contained in this RFP, deemed excessive or restrictive by the District, shall be cause for rejection.

1.3 Current Environment

Irvine Unified School District receives its Wide Area Network services from AT&T. Schools and administrative offices are connected via 1 Gbps or 10 Gbps to the IUSD Data Center Network Operations Center (NOC). The NOC is located at 100 Nightmist and is connect through a 40 Gpbs circuit to the Orange County Department of Education (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 (2014-2016) and included cabling and fiber upgrades at all older school sites. The equipment purchased under the original project is at or nearing end-of-life.

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 its network hardware.

IUSD is planning a phased refresh of the equipment, as well as purchases of new Equipment to outfit new and upgraded facilities. The District desires new network Equipment to support the existing infrastructure design and to ensure continuity of learning and operations at the District sites. Any proposal for new network Equipment must be compatible with existing District equipment.

It is the responsibility of Vendor 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. Vendor 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 Services to be performed and the Equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the RFP. Irvine Unified School District (District) shall not be liable for any loss sustained by the awarded Vendor resulting from any variance between the actual conditions and data given in the RFP. Vendor agrees that the submission of a Proposal shall be incontrovertible evidence that the Vendor has complied with all the requirements of this RFP.

1.4 Period of Performance

The term of the contract resulting from this RFP shall be three (3) years, including the initial installation, Equipment purchases, software and related Services, and any necessary maintenance during this time frame. The District shall have the option to execute two (2) additional one-year extensions. The original contract and extensions shall include Equipment purchases at the same discount level of the original Proposal, software and related Services, as well as maintenance. The target implementation timeline shall begin July 2021. The District intends to conduct a phased implementation of the new equipment spanning three years. The scale and duration of the project may be adjusted based on District personnel capacity and available funding.

1.5 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 Vendor 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 Vendor(s), which may include collection of contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a Proposal, Vendor 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 vendor; (ii) create any obligation for IUSD to enter into a contract with any vendor 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: Vendor 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.

1.6 Indemnification

Vendor will indemnify, defend and hold harmless IUSD, its agents, employees and assignees, including independent contractors (IUSD) 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 Vendor, 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 Vendor, and/or its subcontractors or claims under similar such laws or obligations. Vendor's obligation under this section will not extend to any liability caused by the sole negligence of Indemnified Parties.

2. Instructions to Vendors

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 Vendor 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 **12:00 pm PST on December 16, 2020**.

No hard copies shall be required in response to RFP No. 20/21-01IT. Vendors who elect not to submit hard copies may submit electronic copies via email to MichelleBennett@iusd.org. Attachment files must be no greater than 25 megabytes. File sizes larger than 25 megabytes may be submitted via a file share option such as Dropbox or Google Folder.

Hard copies are not required, but may be delivered to Irvine Unified School District located at 5050 Barranca Parkway, Irvine, CA 92604 between the hours of 9:00am and 4:00pm on weekdays. Vendors who elect to submit hard copies should submit:

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

Proposals shall be clearly marked: "Response to RFP 20/21-01IT: Network Equipment and Services."

Hard Copies of Proposals shall be submitted to:

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

Emailed Proposals shall be submitted to:

MichelleBennett@iusd.org

It is the Vendor'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 Vendor unopened.

2.3 Delivery to District

Written Proposals must be received at the District Office and emailed Proposals must be received via email, no later than the Proposal Submission Deadline specified in the Calendar of Events. No telegraphic or facsimile 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 Vendor 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 Vendor or authorized agent. The Vendor 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 nonresponsive. 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	November 9 & 16, 2020
Pre-Proposal Vendor Conference (Non Mandatory)	949-610-7036	November 13, 2020 2:00 – 3:00 pm pacific time
Last Day to Submit Questions (RFIs) and Substitute Request Forms	MichelleBennett@iusd.org	December 2, 2020 by 12:00pm
Response to Questions Posted	IUSD Website	December 9, 2020
Proposals Due	MichelleBennett@iusd.org And/or 5050 Barranca Parkway Irvine, CA 92604	December 16, 2020 by 12:00 pm
Evaluation and Selection of Finalists		December 17, 2020 – January 15, 2020
Board of Education Action		Anticipated February 2, 2020
Estimated Initial Orders/Implementation Start		Summer 2021

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 Network Equipment and Services 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, software licensing and maintenance, training, ongoing support, Solution maintenance, repairs, materials, components, parts, supplies, tools, utility, recommended professional services, surcharges, and costs of optional equipment, services, and products and any other anticipated costs to IUSD to provide Equipment and perform the Services 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.

Do not include California Sales or Use Taxes in unit prices in Proposal. Other costs not identified by Vendor in Proposal shall be borne by Vendor and will not alter the requirements identified in this RFP.

Due to variable network equipment needs and school enrollments, this RFP is constructed as a unit-cost RFP. Vendors must provide specifications and pricing for proposed Equipment and Services for each equipment standard (each line-item) defined in the requirements in Appendix D and the pricing forms in Appendix C.

The Pricing Forms are divided into the following sections:

- Equipment Pricing Form (provide both a **PDF and Excel** copy with electronic proposal)
- One Time Costs Form
- Annual Recurring Costs Form
- Optional Services and Costs Form
- Optional Equipment Form

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

The unit prices set forth by Vendor in the Pricing Forms 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 District wishes to take advantage of volume discounts for orders of large quantities of Equipment and Services, etc. For this reason, the District retains the right to negotiate prices below the unit RFP prices listed, and/or to have certain costs waived, if it is mutually agreeable to the Vendor and District, for any particular projects to be initiated within the overall contract.

The Price score of the RFP will be determined by:

1. The total cost of the Equipment and Services requested and priced in the RFP,

calculated using a hypothetical scenario that reflects the District's anticipated purchase quantities.

2. Anticipated additional costs necessary to ensure a successful implementation of the proposed Equipment.

The anticipated quantities 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 Equipment and Services based on individual site assessments, observed needs, equipment performance, and available funding.

CATALOG DISCOUNTS: The District requests the option to purchase additional items not individually listed in RFP from Vendor's catalog. The District requests that Vendors list a percentage discount on additional network equipment and services related to this RFP but not listed as an individual line item. Please state percent discount to deduct from MSRP listed in Vendor's catalog at the designated place on the Equipment and Services Pricing Form. The discount will apply to the **current and future** MSRP, as listed in Vendor's catalog at the time orders are placed. Vendor may offer different discounts for separate manufacturers of requested catalog categories. Vendor may include additional line items specifying the percentage discount for each manufacturer on the Equipment Pricing Form. For Vendors that offer a catalog discount for additional products, Vendors shall include a link to Vendor's online catalog on the Equipment Pricing Form. The published catalog price must be verifiable during the course of each calendar year for the term of the Agreement for audit purposes. All discounted pricing will be subject to the same terms and conditions included in the RFP Documents. Any exceptions to across-the-board discounts off of MSRP should be submitted with RFP Documents.

2.7 Preparation

Proposals **must** follow the District-prescribed format, including all required forms and response templates. Vendor shall submit a Proposal with **all** information requested. Vendors must include all documents and forms indicated in the Proposal Submission Checklist provided in Appendix B. Vendors 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 Vendor. Other items are written as statements of compliance. Vendors must confirm compliance/conformance to all applicable statements in its response. All sections and subsections must be addressed. All documents requiring Vendor signature shall be executed by a duly authorized representative of Vendor.

In addition to responding to the defined minimum requirements, IUSD encourages Vendor to submit information about additional functionality and/or services not specifically requested in

the RFP, and documentation to support the claims in the proposal. Vendor's Proposal should be constructed to provide a complete picture of the features of the proposed Solution, the Vendor'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 and insufficient detail supporting Vendor's Proposal may not be considered responsive. Any additional descriptive material that is used in support of any information in Vendor's Proposal must be clearly identified.

A Proposal should be prepared in such a way as to provide a straightforward description of Vendor 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 nonresponsive.

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

Vendor shall include any applicable sample contracts for all applicable Equipment and Services in its proposal. Following the Award of the RFP, the District will prepare and negotiate its own Agreement with the selected Vendor to deliver the proposed Equipment and Services. All Vendor 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 Vendor, 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)

Vendors are encouraged to ask questions during the open RFP period. All questions not asked during the vendor conference shall be in writing and submitted 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 Vendor's responsibility to monitor the District website for RFI Responses, RFP Amendments, changes, updates, revisions and/or uploaded documents.

2.10 Proposed Equipment Substitution

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

Vendors requesting substitutions of "or equal" Equipment must identify the proposed substitution including the line number, description, and manufacturer and model number listed in the RFP, and the manufacturer and model number of the proposed "or equal" Equipment in the Technology Requirements Section in Appendix D of this RFP. Descriptive technical literature fully describing the claimed "or equal" Equipment (manufacturer's specifications and a picture of the specific item), marked with the appropriate line number should be provided. Suitability and valuation of "equals" rest 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 substituted Equipment shall be borne by the Vendor. The District shall be the sole judge as to the quality and suitability of proposed substituted Equipment, and decisions of the District shall be final and conclusive.

2.11 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 Vendor's responsibility to monitor the District website for RFP Amendments, changes, updates, revisions and/or uploaded documents.

2.12 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 Vendor and shall not be chargeable directly or indirectly to the District.

2.13 Public Records Act

All records, documents, drawings, plans, specifications and other materials submitted by Vendor

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 Vendor in accordance with the Act. IUSD will endeavor to inform Vendor of any request for the disclosure of such information. Under no circumstances, however, will IUSD be responsible or liable to Vendor or any other party for the disclosure of any such labeled information. Vendors 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 Vendor shall indemnify, defend and hold harmless IUSD in such litigation.

2.14 Other Agencies' Purchases

Other public agencies in the State of California may desire to purchase identical items of Equipment and 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. Vendor may specify on the "Piggyback Clause" form included in the Required Forms section of this RFP whether the Vendor will permit other public agencies to use the resulting contract, to the extent allowable under the law. Vendor's decision to allow or disallow piggybacking by other agencies shall not affect the scoring or award of this RFP.

3. Evaluation and Award

3.1 General Information

Award will be made to the Vendor offering the most advantageous proposal for network Equipment and 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 Vendor's reference list may be contacted, as may other customers selected by the District and listed by the Vendor 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 vendor, and contract negotiations associated with this Request for Proposals.

Awards shall be made contingent upon successful contract negotiations as determined 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 vendor IUSD's governing board shall vote to revoke the award and the vendor shall be notified.

3.2 Requirements

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

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

3.3 Scoring

The Network Equipment and Services RFP Process and evaluation components were approved by the Board of Education at the September 15, 2020 School District Board meeting, per Resolution No. 20-21-12.

Qualifying Vendors will be evaluated on their complete proposal, based on the following considerations: (E-rate eligible cost will be the most heavily weighted criteria. All E-rate ineligible costs must be clearly identified).

Factor	Weight
Vendor Support and Ability to Perform	20%
Technology Requirements	25%
Implementation and Interoperability	25%
Price (E-rate Eligible Cost)	30%

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

Samples of Equipment may be required for evaluation. If requested by the District, samples must be delivered to the District within five (5) business days. Samples must be tagged to identify Vendor, RFP number and item number. Samples will be returned to the Vendor at Vendor's expense. Samples which cannot be provided within five (5) days after request may not be considered for award.

Discussions may, at the District's sole option, be conducted with responsible Vendors 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. Vendors 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 vendors.

3.4 Award

The District will make an Intent to Award available to all Vendors on the District website. The Award of the RFP will be voted on by the Board of Education at a public meeting. Any Vendor protesting the award of a contract to another Vendor must do so, in writing, within five (5) 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 vendor 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 Vendor to deliver the proposed Equipment and Services. The resulting agreement shall conform to the terms and conditions set forth in this RFP and the District's Independent Contractor Agreement ("District Standard Agreements") included in Appendix A of this document. Any exceptions or proposed alterations to conditions and requirements defined in this RFP and the District's Standard Agreements must be included in the Vendor's proposal.

If a contract is awarded as a result of this RFP ("Agreement") the initial term shall commence July 1, 2021 with an end date of June 30, 2024. The term of the Agreement may be extended

upon mutual consent of District and successful vendor(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

This RFP, any Amendment/Addenda issued, the awarded Vendor's Proposal, and all supporting documentation will become a part of the Agreement. Any Proposal attachments, documents, letters, and materials submitted by the Vendor 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 Selected Vendor.

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

The awarded vendor 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 vendor 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 five (5) years from the date of expiration of this Agreement, or until released in writing from this obligation by the District. The awarded vendor 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.

In the event awarded vendor furnishes Equipment or Services other than what was specified in RFP, Addenda, and awarded vendor's Proposal, and which has been accepted by the District, and which later is defective, then awarded vendor at its sole cost and expense shall furnish the District specified Equipment or Services or fully replace with new Equipment or Services, at District's discretion.

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

3.6 Added or Deleted Equipment and Services

Following the award of a contract, the awarded vendor may not alter the Proposal pricing or options without the written approval of the District. However, because of unique District needs, or manufacturer discontinuation or modification of proposed Equipment, the District and vendor may jointly agree to amend the Agreement resulting from this RFP (“Amendment”). Such Amendment shall identify substitute and/or replacement Equipment and Services and shall be submitted to the IUSD Board of Education for approval.

After award, the awarded vendor may add or delete Equipment introduced or removed from the market by the manufacturer under the following conditions:

1. Deleted Equipment has been discontinued and is no longer available from the manufacturer; and Added Equipment is a direct replacement for original proposed Equipment listed in the RFP, awarded vendor’s Proposal, and the Agreement.
2. Added Equipment includes enriched capabilities, new modules, technology advancements, and/or service categories within the Solution that awarded vendor did not have at the time the Proposal was submitted.
3. Alternate Equipment or Services are necessary to meet the unique needs of the District network refresh project (e.g., unique conditions in a facility require an alternate size or specification to the original proposed equipment).

To modify the Equipment list awarded vendor shall obtain prior written approval, including any necessary board approvals, from IUSD; and thereafter execute an Amendment to the Agreement.

In the event of a Deleted Equipment, awarded Vendor is required to immediately notify IUSD in written format via USPS, fax, or e-mail referencing the RFP number and line item number with written proof from the manufacturer of the discontinued item. A replacement will be considered if, and only if, the proposed replacement is equal to or exceeds the discontinued line item(s) specifications, and is offered for an equal or lesser price or discount level. Awarded Vendor shall provide substantiating information when requesting consideration of a substitution as an equal.

3.7 Pricing Adjustments

The District must be notified of any changes in MSRP over the Agreement period within ten (10) days. In the event of a price decline, such lower prices are to be immediately extended to IUSD.

In addition, within 24 hours of any price decrease, the District shall be notified in writing of such changes and pending orders shall reflect the newer price.

3.8 Covenant Against Gratuities

Vendor 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 Vendor or any agent or representative of Vendor 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 Vendor agreed to supply shall be borne and paid for by Vendor. 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 network equipment refresh project during summer 2021 (or upon funding approval). New equipment will be phased in over a period of three years. District personnel will determine the pace of the project and are likely to order equipment for two to three sites at a time.

4.2 Site Access and Work Hours

IUSD anticipates that most Vendor work related to this project shall be performed remotely. Should site access be necessary, 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 Vendor arriving onsite.

Vendor 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 Vendor personnel working on any District site shall have attained the proper Department of Justice (DOJ) clearance. Vendor 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.

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 Vendor's responsibility to verify existing conditions and assumptions. Vendor must verify all such information prior to response. Request 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 items 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 vendor will be required to include the following information on quotes requested by the District: (a) Equipment and Services listed in the Proposal must include the item number for each item quoted; (b) Items listed in Proposal as a catalog percentage discount must include the discount percentage taken off manufacturer's suggested retail price (MSRP) for each category quoted.

Tailgate deliveries will be 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 vendor and IUSD. Pallets, boxes, and packing materials must be broken down and disposed of by Vendor. Upon award of the RFP, awarded vendor shall keep sufficient stocks of Equipment and service material to insure prompt delivery, installation, and advance replacement. Prompt delivery shall be determined by the District, but shall not exceed three weeks unless awarded vendor has made arrangements for a longer delivery period. There shall be no minimum quantities required in order for the District to place orders.

The Equipment in this RFP and the resulting Agreement shall be delivered only after the issuance of a purchase order(s) against the Agreement by IUSD. Purchase orders will be issued a reasonable time in advance of date 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 vendor shall render invoices in duplicate for Equipment delivered or Services performed under a District-authorized purchase order after actual delivery and 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 vendor shall list separately any applicable taxes payable by the District. The District shall make payment for Equipment and/or Services 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 Equipment is not delivered within sixty (60) days following issuance of a Purchase Order, or if any Vendor delivers any Equipment which does not confirm to the 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 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 Equipment by reason of the failure of the Vendor, as above stated, shall be paid by such Vendor.

All supplies and Equipment 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 at awarded vendor's expense any supplies or Equipment, which fail to meet the conditions of the RFP, awarded vendor's Proposal, or which has been damaged in shipment, or fail to perform properly. Such supplies and Equipment shall be considered as rejected and shall be promptly replaced by awarded vendor at no additional cost to District. The cost of inspection and/or return shipping for Equipment which does not meet the specifications will be borne by the awarded vendor. No payment shall be required until replacement is complete. Awarded vendor shall trace any merchandise lost in shipment. Awarded vendor 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.

Vendor must guarantee all of the installation and other professional Services to be performed and Equipment to be furnished under this contract against defects in materials and workmanship for a minimum period of one (1) year from the date of final acceptance of the completed Services. Awarded vendor 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 professional 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 vendor to the satisfaction of the District and at no additional cost.

4.6 Fingerprinting

If applicable, awarded vendor and its subcontractors shall be required to comply with the provisions of Education Code 45125.1 and 45125.2 and IUSD Board policies to ensure that no awarded vendor 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). During the term of the Agreement, the awarded vendor, including subcontractors, shall comply with the provisions of Education Code Section 45125.1, including fingerprinting when IUSD determines that the Vendor's employees or employees of subcontractor will have more than limited contact with IUSD pupils. If the awarded vendor, 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 or part with no penalty.

5. E-Rate Terms and Conditions

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, 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 Vendors to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program. Vendors are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

Vendors are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website:
<https://www.usac.org/e-rate/service-providers/>.

Vendors are responsible for providing a valid Federal Communications Commission (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>

Vendors are responsible for providing evidence of FCC Green Light Status with proposals. Any vendor 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>

Equipment and Services must be delivered before billing can commence. At no time may the

awarded vendor invoice before July 1, 2021. 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). Vendor agrees to bill and receive a portion of the payment for the provisions of goods and services 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 vendor of its intent.

All invoicing to USAC must be completed by awarded vendor within 120 days from the last day of service. Should the awarded vendor fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

Vendor shall retain all documentation related to the purchase, payment, delivery and/or installation, including Forms 474 and receipt of payment from USAC, for all Equipment and Services provided to the applicant. Related documentation must be retained for a period of 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. Execution of the Solution, in whole or in part, is solely at the discretion of the District.

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

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

No change in the Equipment and/or Services specified in this document orders will be allowed without prior written approval from the District and a USAC service substitution approval with the exception of a Global Service Substitutions.

Vendor 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).

Vendor 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, Vendor 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 Vendor agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

The awarded vendor 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 vendor on an "Invoice Check" with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>.

Vendors 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. Vendor 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 Vendor/Vendor/Vendor doing business with Irvine Unified School District. All Sub-Vendors must also follow all rules and regulations. Failure to comply may result in the removal of Vendor and/or members of Vendor'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 Vendors wants to work other than, 7:00 am - 6:00pm or dusk (whichever is earlier) Monday through Friday, or 9:00am - 5:00pm Saturday, Vendor 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. Vendor assumes full responsibility for all parties on the site who are there as a result of their direct or indirect involvement with the Vendor.
- 6.1.4 No music, i.e. radios, cassettes, CD's, iPods, headphones, or other electronic or acoustical device, 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 Vendor 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 Vendor shall supply prior to the start of work Certificate of Insurance coverages, as outlined in Optional Forms (Appendix E).
- 6.1.9 Vendor is required to collect, haul and dispose of all debris, trash and spoilage associated to this Solution. 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 Vendor's workforce with anyone outside the Solution's work forces.
- 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 Vendor when not engaged in official activities as directed by their employer shall leave IUSD's property until the next Work Call.
- 6.1.16 Vendor or their employees 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 Vendor will remove and replace all furniture and equipment as required. The Vendor will make liaison with the appropriate designated representative on relocation of any equipment. Note: the greatest care is to be taken in all cases where dealing with IUSD equipment. Any damage is at the Vendor's expense. Vendor must notify IUSD two (2) days in advance when personal items must be removed or may be affected by the Vendor.
- 6.1.18 Vendor 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 Vendor 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 Vendor 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 Vendor, when required by law, and at the request of the District, shall pay prevailing wages. Vendor shall have the sole responsibility and duty to ensure that the correct prevailing rate of hourly wages is paid by Vendor and all subcontractor to each worker. Any increase in prevailing wages shall not result in an increase in the contract fees and costs.
- 6.1.21 Based on the installation plan supplied to the District for a particular site or sites, the District may require the Vendor 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 Vendor 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 this Agreement the Governing Board for any reason fails to appropriate or allocate funds for future payments under this 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 vendor fails or neglects to furnish and/or deliver the specified Equipment and/or Services 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 Equipment and/or Services 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 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 Equipment by reason of the failure of the Vendor, as above stated, shall be paid by such Vendor.

Appendix A: District Standard Agreements

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby dated this 1st day of July, 2021 (the “Effective Date”) between the Irvine Unified School District, hereinafter referred to as “DISTRICT,” and Contractor’s Name, address, and phone number, hereinafter referred to as “CONTRACTOR.”

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, CONTRACTOR 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 Contractor. CONTRACTOR shall provide Network Equipment and Services as proposed in CONTRACTOR’s response to Request for Proposal 20/21-01IT Network Equipment and Services, hereinafter referred to as “Services”. Services shall include, and are not limited all shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of DISTRICT, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, labor, materials, supplies, tools, Equipment, utility, transportation services, and costs of optional services and products services.

2. Term. CONTRACTOR shall commence providing Services under this AGREEMENT on July 1, 2021 and will diligently perform as required and complete performance by June 30, 2024. The term may be extended for two (2) additional one (1) year terms upon mutual consent of District and CONTRACTOR in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR according to the unit pricing in CONTRACTOR’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 CONTRACTOR shall be limited to a total fee not to exceed Amount In Words Dollars (\$XXXX.XX). DISTRICT shall pay CONTRACTOR within thirty (30) days of receipt of CONTRACTOR’s invoice detailing the services rendered.

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

5. Independent Contractor. CONTRACTOR, in the performance of the Services pursuant to this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR's employees.

6. Materials. CONTRACTOR 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. CONTRACTOR's Services will be performed in accordance with generally and currently accepted principles and practices of its profession.

7. Originality of Services/Intellectual Property. CONTRACTOR agrees that all ideas, technologies, formulae, procedures, processes and methods prepared for and submitted by CONTRACTOR to the DISTRICT in connection with the Services set forth in this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such Services. CONTRACTOR 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 CONTRACTOR to the 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 CONTRACTOR without DISTRICT's express written permission. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR only for Services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of Services by CONTRACTOR. Upon termination CONTRACTOR 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. 20/21-01IT Network Equipment and Services. Notice shall be deemed given when received by the CONTRACTOR or no later than three (3) days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage;

or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) 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 ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required Services from another contractor. If the cost to the DISTRICT to secure the required Services from another contractor exceeds the cost of providing the Services pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. 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 CONTRACTOR, or no later than three (3) days after the day of mailing, whichever is sooner.

The District reserves the right to cancel this RFP at any time or limit quantities due to insufficient or non-appropriation of funds. Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Governing Board for any reason fails to appropriate or allocate funds for future payments under this 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. 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.

9. Hold Harmless. CONTRACTOR 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 CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, 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, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, 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 un-copyrighted matter or patented or unpatented invention under this AGREEMENT.

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

10.1 CONTRACTOR shall, at CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR.

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

CONTRACTOR 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. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

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. CONTRACTOR 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 CONTRACTOR, CONTRACTOR'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 pro-rated basis.

14. Permits/Licenses. CONTRACTOR and all CONTRACTOR'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. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR 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. 20/21-01IT Network Equipment and Services, and RFP Amendments and/or Addenda, CONTRACTOR'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. CONTRACTOR 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. CONTRACTOR

agrees to hold subcontractors to the same standards.

18. Non Waiver. The failure of DISTRICT or CONTRACTOR 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:	Contractor:
Irvine Unified School District	Company Name
5050 Barranca Parkway	Address
Irvine, CA 92604	City, State, Zip
Attn: Asst. Superintendent, Business Services	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

CONTRACTOR

By: _____

By: _____

Name: John Fogarty

Name:

Title: Asst. Superintendent, Business Services

Title:

IUSD Board Approved:

Taxpayer Identification No.:

EXHIBIT A

VENDOR 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
 - Technical Specifications and Requirements

- Appendix C – Proposal Part 2: Pricing Form – **Provide both pdf and excel copies**

- Appendix D – Proposal Part 3: Response to Requirements
 - Section 1: Vendor Support and Ability to Perform
 - Section 2: Technology
 - Section 3: Implementation and Interoperability
 - Section 4: Pricing Requirements
 - Section 5: Exceptions

- Appendix E – Proposal Part 4: Supplementary Materials
 - Sample Vendor Contract
 - Service Level Agreement (SLA), Equipment Warranties and Maintenance Agreement(s)
 - Technical Specifications for Proposed Substitute Products
 - Additional Resources that Support the Proposal

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**
- **Technical Specifications and Requirements**

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)

Signature

Name Date

IF CORPORATION, execute here:

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

Corporate Name

Signed _____ Date _____

Name _____ Title _____

Signed _____ Date _____

Name _____ Title _____

Incorporated under the laws of the State of _____

ACKNOWLEDGEMENT OF AMENDMENTS TO RFP

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

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

Amendments

Amendment No.	Date Published	Date Received

Vendor 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 Vendor with the authority to submit a Proposal on behalf of the Vendor (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 Vendor certifies that no employee of its firm has discussed, or compared the Proposal with any other Vendor or District employee, and has not colluded with any other Vendor or District employee.
- If the Vendor's Proposal is accepted by the District, the Vendor 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 Vendor.
- 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 Vendor understands and does not dispute any of the contents of the proposal requirements (except as may be noted in the response).

Vendor Name: _____

Address: _____

Telephone: _____

FAX: _____

E-Mail: _____

By: _____ Date: _____

Signature of Authorized Agent

Name of Authorized Agent

Title

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

NONCOLLUSION DECLARATION

TO BE EXECUTED BY VENDOR AND SUBMITTED WITH PROPOSAL

(Public Contract Code section 7106) The undersigned declares:

I am the _____ (title) of _____ (Vendor), 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 Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham proposal. The Vendor 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 Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Vendor 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 Vendor 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 Vendor 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 Vendor.

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 vendor 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.

Vendor Name: _____

Signed _____ Date _____

Name _____ Title _____

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I hereby certify on behalf of the responding vendor 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.

Vendor 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:

Vendor 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.

Vendor Name: _____

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 Vendor 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.

Vendor 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.

Vendor 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 Vendor 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 Vendor 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)

Vendor Name: _____

Address: _____

Telephone Number: _____

Signed _____

Name _____ Title _____

W-9

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



IRVINE UNIFIED SCHOOL DISTRICT - 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) day prior written notice of cancellation.

See sample certificate on the Irvine Unified School District website at 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. Email:

Insurance@iusd.org Fax: (949) 936-5019

I hereby agree to the insurance requirements specified herein.

Vendor Name: _____

Signed _____ Date _____

Name _____ Title _____

SAMPLE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <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"/> PRO-JECT <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 - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <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) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	REQUIRED UNLESS REDUCED/EXCLUDED	Insert Date	Insert Date	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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
		OTHER 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).

CERTIFICATE HOLDER Irvine Unified School District 5050 Barranca Parkway Irvine, California 92604 Attention: Risk Management	CANCELLATION 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
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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.

Vendor Name: _____

Signed _____ Date _____

Name _____ Title _____

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

As technology advances, it is understood that improved or enhanced equipment may supersede existing equipment in both price and performance and yet be essentially similar. This RFP seeks to address the rapid advances in technology by allowing functionally similar or identical equipment that may be introduced in the future, during the term of the awarded Agreement(s), to be included under the general umbrella of compatible Equipment lines and are thus specifically included in this RFP.

As new models are introduced in the future, this RFP and the resulting Agreement will allow purchases of those models. The price will be determined by the awarded vendor subtracting the same discount margin percentage to these models, as calculated on current models. Awarded vendor may be required to produce list/price or manufacturer costs.

All sales of Equipment must be from authorized dealers only, with proof provided by manufacturer.

The District may purchase (at its discretion) additional units throughout the life of the Agreement at the prices listed in awarded vendor’s Equipment Pricing Form, allowing only price increases reflecting original manufacturer’s cost increases to the awarded vendor. Documentation may be required to prove price increase from the manufacturer to the awarded vendor.

Purchases by the Irvine Unified School District to the awarded vendor for awarded network Equipment and Services shall be in the form of a purchase order.

I understand and agree to all conditions listed above.

Name of Vendor

Signature

Print Name

Title

Date

Appendix C: Proposal Part 2: Pricing Form

Detail all costs associated with the proposed Solution, including, but not limited to, all Equipment and Services 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, software licensing and maintenance, training, ongoing support, Solution maintenance, repairs, materials, components, parts, supplies, tools, utility, recommended professional services, surcharges, and costs of optional equipment, services, and products and any other anticipated costs to IUSD to provide Equipment and perform the Services 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 Vendor shall be borne by the Vendor and will not alter the requirements identified in this solicitation.**

Responses must be submitted on the designated **Equipment and Services Pricing Form** posted with the Response Template on the RFP website (provide both a **PDF and Excel** copy with electronic proposal).

Enter information as requested in the Equipment and Services 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. The Equipment name should be clear and understandable, not a code or stock number. Proposed substitutions must be clearly identified on the Equipment and Services Pricing Form. The Discounted Price must be the actual cost the District will pay for the component, not a list price with a summary discount at the end. The quantity on which to indicate each price shall be one unit unless specifically noted otherwise. Vendors needing to expand or modify the Pricing Form should request such changes through the RFI process.

RFP No. 20/21-01 Network Equipment and Services

Appendix C: Equipment and Services Pricing Form

Vendor Name	
-------------	--

Enter information as requested in the form below, 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. Proposed substitutions must be clearly identified on the Form. The Discounted Price must be the actual cost the District will pay for the component, not a list price with a summary discount at the end. **The quantity on which to indicate each price shall be one unit unless specifically noted otherwise.** Vendor needing to expand or modify the Pricing Form should request such changes through the RFI process unless explicitly allowed in the Pricing Form.

TRADE NAMES AND ALTERNATIVES

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and Vendor may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. Burden of proof as to equality of any material, process or article shall rest with Vendor. Vendor shall submit request together with substantiating data for substitution of any "or equal" item within the Proposal at the closing of the RFP. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time of RFP response.

Please note: All "or equal" components must not void and must be supported by corresponding manufacturer warranty.

The District retains the right to be sole judge as to whether equivalency has been proven and whether alternates will be accepted.

Line Number	Manufacturer	Manufacturer Part Number	Estimated District Need (Total Quantity for Project)	Proposed Product (Enter Manufacturer and Model Nbr of Proposed Substitute Product if applicable)	Manufacturers' Suggested Retail Price (MSRP) (Quantity 1)	Discount Percentage	RUSD Price (Quantity 1)
Data Center Core Switch							
Nexus 9K Switch							
N01	Cisco	N9K-C93240YC-FX2	2				
N02	Cisco	CON-SNT-N937CCK2	2				
N03	Cisco	N9K-MEM-8GB	2				
N04	Cisco	NKOS-AD-1F	2				
N05	Cisco	CON-FCMU-N95WAD0F	2				
N06	Cisco	QSFP-100G-CUSM	2				
N07	Cisco	N9A-FAC-1300W-P2	2				
N08	Cisco	N9A-FAN-35CFM-P1	2				
N09	Cisco	QSFP-100G-CUSM	2				
Data Center Core Router							
Catalyst 8500 Router							
N10	Cisco	CR500-12M4OC	2				
Core Switch							
CR500 Switch 48-Port							
N11	Cisco	CR500-48Y4C-EDU	5				
N12	Cisco	CON-SSNT-CR50048E	5				
N13	Cisco	CR500-DNA-48Y4C-A	5				
N14	Cisco	CON-SSCM-CR512QA	5				
N15	Cisco	CRN-CR5005-G-A	5				
CR500 Switch 24-Port							
N16	Cisco	CR500-24Y4C-EDU	43				
N17	Cisco	CON-SSNT-CR50024E	43				
N18	Cisco	CR500-DNA-24Y4C-A	43				
N19	Cisco	CON-SSCM-CR512QA	43				
N20	Cisco	CRN-CR5005-G-A	43				
CR500 Software & License							
N21	Cisco	SC9500HUK9-173	48				
N22	Cisco	NETWORK-PNP-LJC	48				
N23	Cisco	CR500-NW-A	48				
N24	Cisco	PI-LFAG-T	48				
N25	Cisco	CR500-DNA-A-2Y	48				
N26	Cisco	PI-LFAG-AP-T-2Y	48				
N27	Cisco	CR500-DNA-A-5Y	48				
N28	Cisco	PI-LFAG-AP-T-5Y	48				
N29	Cisco	ELA2-M	48				
N30	Cisco	E3-N-A5	48				
N31	Cisco	E3-N-A5-G	48				
CR500 Network Module							
N32	Cisco	CR500-NM-8E+	1				
N33	Cisco	CR500-NM-2Q+	1				
N34	Cisco	CR500-NM-BLANK	1				
N35	Cisco	CRK-F1-SSD-BLANK	48				
CR500 Power Supply							
N36	Cisco	CRK-PWR-550WAC-B	48				
N37	Cisco	CRK-PWR-550WAC-R/U2	48				
N38	Cisco	CRK-PWR-950WAC-B	1				
N39	Cisco	CRK-PWR-950WAC-R/U2	1				
CR500 Power Card							
N40	Cisco	CAB-NPK5A-NA	96				
N41	Cisco	CAB-9K12A-NA+	1				
N42	Cisco	CAB-C15-CBN+	1				
CR500 Fan							
N43	Cisco	CRK-F1-FANTRAY	96				
CR500 Transceiver							
N44	Cisco	SFP-10G-SR+	1				
N45	Cisco	SFP-10G-LR-S+	1				
N46	Cisco	SFP-10/25G-LR-S	1				
N47	Cisco	QSFP-40G-LRM-S	1				
N48	Cisco	QSFP-100G-LRM-S	1				
CR300 Edge Switch							
CR300 Switch 48-Port mGig L3PoE							
N49	Cisco	CR300-48UN-EDU	253				
N50	Cisco	CON-SSNT-CR3048UE	253				
CR300 Switch 48-Port PoE+							

N51	Cisco	C9300-48P-EDU	280					
N52	Cisco	CDN-SSNT-C93048P	280					
C9300 Switch 48-Port								
N53	Cisco	C9300-48T-EDU	459					
N54	Cisco	CDN-SSNT-C934048U	459					
C9300 Switch 24-Port mGig UPoE								
N55	Cisco	C9300-24U-EDU	58					
N56	Cisco	CDN-SSNT-C93024UE	58					
C9300 Software & License								
N57	Cisco	S9300UK9-1G12	1050					
N58	Cisco	NETWORK-PNP-LIC	1050					
N59	Cisco	C9300-NW-A-48	992					
N60	Cisco	C9300-DNA-A-48	992					
N61	Cisco	C9300-NW-A-24	58					
N62	Cisco	C9300-DNA-A-24	58					
N63	Cisco	CDN-SSTCM-C93A48	992					
N64	Cisco	CDN-SSTCM-C93A24	58					
N65	Cisco	PI-LFAS-T	1050					
N66	Cisco	PI-LFAS-AP-T-3Y	1050					
N67	Cisco	PI-LFAS-AP-T-5Y	1050					
N68	Cisco	C9300-DNA-A-48-3Y	992					
N69	Cisco	C9300-DNA-A-48-5Y	992					
N70	Cisco	C9300-DNA-A-24-3Y	58					
N71	Cisco	C9300-DNA-A-24-5Y	58					
N72	Cisco	FLA2-M	1050					
N73	Cisco	E2-M-A5	1050					
N74	Cisco	E2-M-A5-S	1050					
N75	Cisco	E2N-C93003-G-A	992					
N76	Cisco	E2N-C93001-G-A	58					
C9300 Network Module								
N77	Cisco	C9300-NM-4G	1					
N78	Cisco	C9300-NM-4M	1					
N79	Cisco	C9300-NM-8X	426					
N80	Cisco	C9300-NM-2Y	1					
N81	Cisco	C9300-NM-3C	1					
N82	Cisco	NM-BLANK-T3+	1					
C9300 Power Supply								
N83	Cisco	PWR-C1-350WAC-P	459					
N84	Cisco	PWR-C1-350WAC-P/2	1					
N85	Cisco	PWR-C1-715WAC	280					
N86	Cisco	PWR-C1-715WAC-P/2	1					
N87	Cisco	PWR-C1-1100WAC-P	311					
N88	Cisco	PWR-C1-1100WAC-P/2	1					
N89	Cisco	PWR-C1-1900WAC-P	1					
N90	Cisco	PWR-C1-1900WAC-P/2	1					
N91	Cisco	PWR-C1-BLANK	1					
N92	Cisco	CAB-SPWR-30CM+	1050					
N93	Cisco	CAB-SPWR-150CM+	1					
C9300 Power Cord								
N94	Cisco	CAB-TA-NA+	2100					
C9300 Stacking Modules								
N95	Cisco	STACK-T1-50CM	881					
N96	Cisco	STACK-T1-3M	1					
N97	Cisco	STACK-T1-3M	1					
C9300 Fan								
N98	Cisco	FAN-T2+	1					
C9300 Edge Switch								
C9300 Switch 48-Port mGig PoE+								
N99	Cisco	C9300-48PXG-EDU	1					
N100	Cisco	CDN-SSNT-C93008EU	1					
C9200 Switch 48-Port								
N101	Cisco	C9200-48T-EDU	1					
N102	Cisco	CDN-SSNT-C9248TED	1					
C9200 Switch 24-Port mGig PoE+								
N103	Cisco	C9200-24PXG-EDU	1					
N104	Cisco	CDN-SSNT-C92004DU	1					
C9200 Software & License								
N105	Cisco	NETWORK-PNP-LIC	1					
N106	Cisco	C9200-NW-A-48	1					
N107	Cisco	C9200-NW-A-24	1					
N108	Cisco	C9200-DNA-A-48	1					
N109	Cisco	C9200-DNA-A-24	1					
N110	Cisco	CDN-SSTCM-C92A48	1					
N111	Cisco	CDN-SSTCM-C92A24	1					
N112	Cisco	PI-LFAS-T	1					
N113	Cisco	PI-LFAS-AP-T-3Y	1					
N114	Cisco	PI-LFAS-AP-T-5Y	1					
N115	Cisco	C9200-DNA-A-48-3Y	1					
N116	Cisco	C9200-DNA-A-48-5Y	1					
N117	Cisco	C9200-DNA-A-24-3Y	1					
N118	Cisco	C9200-DNA-A-24-5Y	1					
N119	Cisco	FLA2-M	1					
N120	Cisco	E2-M-A5	1					
N121	Cisco	E2-M-A5-S	1					
N122	Cisco	E2N-C92003-G-A	1					
N123	Cisco	E2N-C92001-G-A	1					
C9200 Network Module								
N124	Cisco	C9200-NM-8X	1					
N125	Cisco	C9200-NM-2Y	1					
N126	Cisco	C9200-NM-3C	1					
N127	Cisco	C9200-NM-BLANK	1					
C9200 Power Supply								
N128	Cisco	PWR-C6-125WAC	1					
N129	Cisco	PWR-C6-125WAC/2	1					
N130	Cisco	PWR-C6-600WAC	1					
N131	Cisco	PWR-C6-600WAC/2	1					
N132	Cisco	PWR-C6-1K0WAC	1					
N133	Cisco	PWR-C6-1K0WAC/2	1					

CR200 Power Cord					
N134	Clco	CAB-TA-NA	1		
CR200 Stacking Modules					
N135	Clco	CR200-STACK-4IT	1		
N136	Clco	CR200-STACK	1		
N137	Clco	STACK-T4-SOCM	1		
N138	Clco	STACK-T4-3M	1		
N139	Clco	STACK-T4-3M	1		
CR200 Fan					
N140	Clco	CR200-FAN	1		
Wireless					
Indoor Access Point					
W01	HPE Aruba	I7337A (IAP-535)	2851		
Indoor Mounts					
W02	HPE Aruba	R3J15A	1		
W03	HPE Aruba	R3J16A	1		
W04	HPE Aruba	R3J17A	1		
W05	HPE Aruba	R3J18A	2851		
Outdoor Access Point					
W06	HPE Aruba	B4J18A (IAP-575)	523		
W07	HPE Aruba	B4J23A (IAP-577)	10		
Outdoor Mounts					
W08	HPE Aruba	IW052A (AP-270-MINT-V1)	1		
W09	HPE Aruba	IW052A (AP-270-MINT-V2)	523		
W10	HPE Aruba	IW05AA (AP-270-MINT-H1)	10		
W11	HPE Aruba	IW055A (AP-270-MINT-H2)	1		
Network Management					
W12	HPE Aruba	IY925AAE	1		
W13	HPE Aruba	IY926AAE	1		
W14	HPE Aruba	IY927AAE	1		
W15	HPE Aruba	I7017AAE	1		
Controllers					
W16	HPE Aruba	IY903AAE	1		
W17	HPE Aruba	IY904AAE	1		
W18	HPE Aruba	IY907AAE	1		
W19	HPE Aruba	IY908AAE	1		
W20	HPE Aruba	IY922A	1		
W21	HPE Aruba	IY923A	1		
W22	HPE Aruba	IW019AAE	1		
Uninterruptible Power Supply					
UPS					
U01	APC	SRT8KEMXLT	1		
U02	APC	SURTDG000RMXLPSU	11		
U03	APC	SURTA3000RMXL3U	31		
Battery					
U04	APC	SRT192RMBPLUS	2		
U05	APC	APCRBC140	41		
Network Management Card					
U06	APC	AP9631	1		
Other Infrastructure					
IDF Cabinets					
G01	Middle Atlantic	DWR-13-32	1		
G02	Middle Atlantic	DWR-18-32	1		
G03	Middle Atlantic	DWR-24-32	1		

Catalog Discounts

If Vendor is offering a catalog discount (standard percentage discount for all products from a brand/manufacturer), complete section below. Vendor may expand the table as needed.

Brand/Manufacturer	Discount Percentage	Exclusions/Limitations and Additional Information

* Catalog 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.

Additional Products and Services

If Vendor has proposed additional products or services not directly requested in this RFP, please list those in the table below. Table may be expanded as needed to provide relevant pricing information.

Item	Description	Unit Price	Proposed Quantity	Recommended Quantity for USD	Total Cost

Signature: _____
Name: _____
Title: _____
Date: _____

Appendix D: Proposal Part 3: Response to Requirements

For each requirement, Vendor must include written response and/or indicate whether the feature request or requirement will be fully met by the Vendor's Proposal. Indicate "Yes" or "No" where space is provided to indicate Vendor's compliance with or the proposed Solution's satisfaction of the specified requirement. If the feature or requirement is partially satisfied by Vendor's Proposal or can be met in a future version of the proposed Equipment or with additional purchases, indicate a "P" for partial or planned in the designated column. If Vendor's ability to satisfy a feature or requirement is planned for a future date, Vendor must provide the availability date. Responses that indicate a "P" for planned without providing a scheduled availability date will be evaluated as if the Vendor or Solution cannot meet the requirement.

Additional material may be submitted with the proposal in Appendix E. No brochures, marketing materials, or internal company documentation will be considered when scoring Proposals. Cross-references to the Proposal in additional materials and insufficient detail supporting Vendor's Proposal may not be considered responsive. Any additional descriptive material that is used in support of any information in Vendor's Proposal must be clearly identified.

Contractor Information

Firm/Contractor Name	
Primary Contact Name	
Contact Title	
Contact Email	
Contact Phone	

Section 1: Vendor 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 Vendor Background/Qualifications:	
Instructions/Overview: Provide a brief description of Vendor's firm(s), as well as any other firms joining with Vendor 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	
Number of office locations	
Addresses of all offices	

1.1.2 Vendor Contact(s)	
Instructions/Overview: Provide a list of Vendor resources/staff that will be assigned to the 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 Vendor, and recent projects similar in scope to IUSD's implementation.	
Contract/sales contact	Name: Description of Role: Experience: Anticipated Availability: Years of Experience with Vendor: Recent Projects Similar in Scope to IUSD's Implementation:
Product manager(s)	Name: Description of Role: Experience: Anticipated Availability: Years of Experience with Vendor: Recent Projects Similar in Scope to IUSD's Implementation:
Other (specify)	Name: Description of Role: Experience: Anticipated Availability: Years of Experience with Vendor: Recent Projects Similar in Scope to IUSD's Implementation:

	Yes	No	Comments
1.1.3 Confirm that Vendor will meet the minimum insurance requirements specified in Appendix B. List any insurance requirements Vendor will request a waiver for, if chosen as the Selected Vendor. <i>*If the Selected Vendor fails to maintain the required insurance coverages, without a waiver approved by ISUD, IUSD may declare Vendor in breach of the Agreement.</i>			
1.1.4 Confirm that Vendor will acquire and adhere to any permits, licenses, fees, inspections, and construction administrative requirements. Confirm that a copy of all applicable permit applications and, upon issuance, all approved permit(s) shall be provided to ISUD.			
1.1.5 Vendor acknowledges and agrees to all specifications listed in Sections 1 - 6 of this RFP.			
1.1.6 Vendor acknowledges and agrees to the Independent Contractor Agreement included in Exhibit A.			
1.1.7 Vendor confirms it is an authorized reseller for all of the Equipment and Services included in the Proposal. Vendor agrees to provide proof of authorization to sell and support the proposed Solution if requested by the District.			
1.1.8 Vendor 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.			
1.1.9 Vendor 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, Vendor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Vendor's failure to comply strictly with the IRCA.			

<p>1.1.10 Vendor confirms that, if awarded, it will not assign, transfer, or convey the contract which may be awarded, or any right accruing there-under, title or interest therein, funds to be received hereunder, or any power to execute the same.</p>			
<p>1.1.11 Vendor 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 Vendor shall include a Material Safety Data Sheet (MSDS) with the delivery/shipment. Vendor 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>1.1.12 Vendor confirms that any Vendor 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>1.1.13 Confirm that Manufacturer, Vendor and/or their agent shall maintain a guarantee that all items delivered under this contract are protected against imperfections of materials and or workmanship during the period of the contract.</p>			
<p>1.1.14 Vendor agrees to bind every subcontractor by the terms and conditions of this RFP, Vendor Proposal and all resulting agreements, including licensing and experience qualifications, as far as such terms and conditions are applicable to the subcontractor(s) Services. If Vendor subcontracts any part of this Agreement, Vendor shall be fully responsible to the District for acts and omissions of its</p>			

subcontractor and of persons either directly or indirectly employed by Vendor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and IUSD.

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1.1.15 Provide a brief overview of Vendor’s technical experience, qualifications, and background in providing and maintaining network Equipment and related Services for similarly sized K-12 education customers. Indicate the prior experience of Vendor 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 Vendor’s awareness of and support for the unique needs of education clients.

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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 Section 1.1.16 will be considered proprietary information.

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1.1.17 Describe pre- and post-sales engineering support available to the District to assist with the implementation of the network refresh. Clearly identify what level of support is included in this Proposal and what is available at additional cost.

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1.1.18 Describe Vendor’s relationship with the manufacturer of the proposed Solution.
Vendors must be either manufacturers or factory authorized resellers/distributors for brands they are proposing and must be able to show proof of information.

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1.1.19 Describe any litigation, arbitration, or dispute relating to a similar solution that Vendor 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).

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

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1.1.21 Subcontractors Information: Any subcontractors performing services against this agreement must be fully listed and detailed in the proposal submitted by Vendor. 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, including proposed Equipment, are in operational use, actively supported by vendor 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 Vendor. 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 Equipment. Installations should be similar in scope, timeline and technical design to Vendor’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).
- Vendor Project Manager(s) or primary Vendor Contact for implementation and ongoing use of products and services.

Reference #1	
Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	

Implementation length	
Installation Date	
Description of System, including list of equipment and services *include number of locations	
Vendor Project Manager/Primary Contact	

Reference #2	
Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length	
Installation Date	
Description of System, including list of equipment and services *include number of locations	
Vendor Project Manager/Primary Contact	

Reference #3	
Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length	
Installation Date	
Description of System, including list of equipment and services *include number of locations	
Vendor Project Manager/Primary Contact	

Reference #4	
Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length	
Installation Date	

Description of System, including list of equipment and services *include number of locations	
Vendor Project Manager/Primary Contact	

Reference #5	
Organization/Customer Name	
Name, Title & Contact information for company 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 equipment and services *include number of locations	
Vendor Project Manager/Primary Contact	

1.3 Implementation

	Yes	No	Comments
1.3.1 Vendor acknowledges and confirms compliance with all processes and requirements defined in sections 4, 5 and 6 of this RFP related to the implementation process.			
1.3.2 Vendor confirms that its delivery and maintenance employees shall wear distinctive company clothing and display company/employee identification, including employee photograph and name (including any subcontractors). Vendor agrees that all Vendor employees/subcontractors who will be on site will adhere to applicable laws and IUSD background check and supervision requirements, including Department of Justice clearance. All Vendor employees/subcontractors must check in at the administration office of each site prior to any delivery or site work.			
1.3.3 Vendor agrees to contract language allowing mutual contract termination in whole or in part, in the event that Vendor does not allocate funding for the continuation of this contract or any portion thereof. <i>*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.</i>			
1.3.4 Confirm that Vendor will make necessary arrangements with District staff for delivery of Equipment to the premises and shall comply with all District and City regulations regarding hours, any delivery rigging and method and location of Equipment delivery.			
1.3.5 Confirm that Vendor shall provide the IUSD project coordinator a signed delivery receipt showing the models, serial numbers, site locations, and date of delivery within three (3) working days of delivery and installation.			

1.3.6 Specify any deviations or exceptions from the implementation requirements as defined in sections 4-6 of this RFP.

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1.3.7 Specify any resources (e.g. local warehouses, preferred manufacturer relationships) that Vendor expects IUSD to have in place prior to implementation.

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1.3.8 Identify whether Vendor has capabilities to locally warehouse equipment for delivery. Vendor warehousing may allow for District to purchase in larger quantities and store in advance of individual site implementations. Specify if Vendor warehousing is an included or additional cost to the Equipment costs defined in the Pricing Form.

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1.3.9 Describe any assumptions or constraints impacting Vendor's ability to deliver the specified equipment on the expected timelines (three weeks from receipt of Purchase Order).

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1.3.10 Describe Vendor's resources and processes that ensure that the Equipment and services requested by the District can be delivered quickly and securely to IUSD sites.

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1.3.11 Please confirm that the Vendor assumes all risk of loss or damage until the Equipment has been delivered and accepted by District staff at the District warehouse or other approved location. State any exceptions or limitations to Vendor's assumption of risk.

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1.3.12 Identify any fees associated with the return or restocking of Equipment (unrelated to warranty or performance issues).

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

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1.3.14 Describe any training resources available to the District as part of the Vendor's Proposal. Clearly identify what training is included in the proposal and what is offered at additional cost.

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1.3.15 Describe available webinars and online training.

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1.4 Support and Maintenance

	Yes	No	Comments
1.4.1 Confirm that support is available through a toll-free phone number and online ticketing system minimally from 6am to 4pm PST (Monday-Friday).			
1.4.2 Confirm emergency after-business-hours support is available for critical issues (failure of network core equipment).			
1.4.3 Confirm that Vendor will appoint one point-of-contact for IUSD.			

1.4.4 Provide a copy of the warranty on the proposed Solution in Appendix E of the Proposal.

<p>1.4.5 Describe Vendor's process, guaranteed timeline, and available inventory for the following:</p> <ul style="list-style-type: none"> • Replacing Equipment that is dead-on-arrival (does not function from the time of delivery), • Providing replacement parts/components for Equipment that is identified as faulty within 30 days of installation, • Repairing or replacement of components and Equipment under warranty (more than 30 days after installation).
<p><u>Dead-On-Arrival</u> Process: Guaranteed Timeline: Available Inventory:</p> <p><u>Faulty Equipment</u> Process:</p>

Guaranteed Timeline:

Available Inventory:

Equipment Under Warranty

Process:

Guaranteed Timeline:

Available Inventory:

1.4.6 Confirm that all replacement equipment and equipment provided to resolve warranty issues will be new equipment (not refurbished). If refurbished equipment is used, provide details as to when Vendor shall provide refurbished equipment vs. new equipment and what performance guarantees are available to District.

1.4.7 Describe Vendor's, Manufacturer's and District's respective roles in resolving warranty and equipment performance issues. Please include any advocacy, documentation, or other support provided by Vendor to resolve issues.

1.4.8 Provide a detailed description of Vendor's proposed maintenance plan and associated costs. Please note, IUSD generally will subscribe to maintenance for equipment at the network core (e.g., core routers), but not school site equipment (e.g., edge switches and access points). The District has found it more cost effective to purchase spares for equipment in widespread use.

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. Please differentiate response as necessary to distinguish Vendor support (e.g., purchasing, returns/replacement, contracts, technical) and Manufacturer support.

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1.4.10 Describe the escalation procedures for issues. Identify whether support requests are automatically escalated based on severity and/or time-lag.

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1.4.11 State what recourse is available if the Solution does not perform as quoted and the IUSD is faced with loss or interruption of service (e.g., a common defect across equipment of a specific make/model that causes significant disruption).

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1.4.12 Describe any additional support Vendor will provide related to reported issues with the Equipment or Services.

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1.5 E-Rate Requirements

	Yes	No	Comments
1.5.1 Confirm Vendor is an authorized service provider as determined by the Federal Communications Commission (FCC).			
1.5.2 Confirm that Vendor is NOT currently in “Red Light Status” with the FCC.			
1.5.3 Confirm that Vendor 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. Confirm Provider will bill and receive the remaining portion of payment directly from the Universal Services Administration Company (USAC).			
1.5.4 Confirm Vendor 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.			

1.5.5 Provide Vendor’s Service Provider Identification Number (SPIN).

1.5.6 Provide Vendor’s Federal Communications Commission Registration Number (FRN).

1.5.7 Provide evidence of Vendor's FCC Green Light Status.

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1.5.8 Provide an overview of Vendor's experience as an E-Rate service provider. Describe support structures and staffing specific to E-Rate.

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1.5.9 Describe Vendor's anticipated role in supporting District's E-Rate application and discount/reimbursement.

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Section 2: Technology Requirements

In this section, Vendors must provide information about the suitability of the proposed Solution. The District has identified standards designed to accommodate current and anticipated network infrastructure needs. Vendors may respond to the RFP by confirming the proposal includes each line number of specified equipment. Vendors may also propose “or equal” substitute equipment that is functionally and technically equivalent to the named standard.

2.1 Equipment Standards

The table below lists proposed District standards for network equipment, wireless equipment, and related equipment and services. For each line number, please indicate the following in the “Proposal” column:

Y: Indicate a “Y” in the column if the Vendor’s proposed Solution includes the exact item as listed in the table.

N: Indicate an “N” in the column if the Vendor is not able to respond to the specific line item. N should be used if the Vendor does not sell the specific line item requested and is not able to offer an equivalent substitute product.

S: Indicate an “S” in the column if the Vendor is proposing to substitute the specified line item for a different product.

O: Indicate “O” in the column if none of the above apply.

Space will be provided later in this section to provide lists of substitute equipment and explain/provide detail related to Vendor’s responses in this table.

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
Data Center Core Switch				
Nexus 9K				
N01	Cisco	N9K-C93240YC-FX2	<p>Nexus 9300 with 48p 10/25G SFP+ and 12p 100G QSFP28</p> <p>Ports: 48 x 1/10/25G (SFP/SFP+/SFP28) + 12 x 40/100G (QSFP28)</p> <p>Default Primary Power Supply: 1100W AC (2)</p> <p>Fans: 3CFM redundant (5) RAM/Flash: 24 GB</p> <p>Bandwidth Capacity: 4.8 Tbps</p> <p>Forwarding: 2.5 Bpps</p>	
N02	Cisco	CON-SNT-N93YCFX2	SNTC-8X5XNBD Nexus 9300 with 48p 10/25G SFP+ and 12p (36 months)	
N03	Cisco	NXK-MEM-8GB	Memory 8GB for Nexus Switches	
N04	Cisco	NXOS-AD-XF	NX-OS Advantage License for Nexus 9300 (10G+) Platforms	
N05	Cisco	CON-ECMU-N9SWADXF	SWSS UPGRADES NX-OS Advantage License (36 months)	
N06	Cisco	QSFP-100G-CU5M	100GBASE-CR4 Passive Copper Cable, 5m	
N07	Cisco	NXA-PAC-1100W-PI2	Nexus AC 1100W PSU - Port Side Intake	
N08	Cisco	NXA-FAN-35CFM-PI	Nexus Fan, 35CFM, port side intake airflow	
N09	Cisco	QSFP-100G-CU5M	100GBASE-CR4 Passive Copper Cable, 5m	

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
Data Center Core Router				
Catalyst 8500				
N10	Cisco	C8500-12X4QC	Catalyst 8500 with 12 x 1/10G + 2 x 40G + 2 x 40/100G	
Core Switches				
C9500 48-Port				
N11	Cisco	C9500-48Y4C-EDU	<p>Catalyst 9500 48-port high performance</p> <p>Ports: 48 x 1/10/25G (SFP/SFP+/SFP28) + 4 x 40/100G uplink (QSFP+)</p> <p>Stacking: StackWise 2-node</p> <p>Default Primary Power Supply: C9K-PWR-650WAC-R</p> <p>Secondary Power Supply: C9K-PWR-650WAC-R/2</p> <p>Fans: FRU dual stacked tray redundant (4)</p> <p>RAM, Flash: 16GB, 16GB</p> <p>Bandwidth Capacity: 3.2 Tbps</p> <p>Forwarding: 1 Bpps</p> <p>Warranty: Limited Lifetime</p>	
N12	Cisco	CON-SSSNT-C950048E	SOLN SUPP 8X5XNBD Catalyst 9500 48x10G, K12 (12 months)	
N13	Cisco	C9500-DNA-48Y4C-A	C9500 DNA Advantage, Term License	
N14	Cisco	CON-SSTCM-C9524QA	SOLN SUPP SW SUBC9500 DNA Advantage	
N15	Cisco	E2N-C95005-G-A	C9500 CISCO DNA EA Advantage 48Y4C New Purchase	

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
C9500 24-Port				
N16	Cisco	C9500-24Y4C-EDU	<p>Catalyst 9500 24-port high performance</p> <p>Ports: 24 x 1/10/25G (SFP/SFP+/SFP28) + 4 x 40/100G uplink (QSFP+)</p> <p>Stacking: StackWise 2-node</p> <p>Default Primary Power Supply: C9K-PWR-650WAC-R</p> <p>Secondary Power Supply: C9K-PWR-650WAC-R/2</p> <p>Fans: FRU dual stacked tray redundant (4)</p> <p>RAM, Flash: 16GB, 16GB</p> <p>Bandwidth Capacity: 2.0 Tbps</p> <p>Forwarding: 1 Bpps</p> <p>Warranty: Limited Lifetime</p>	
N17	Cisco	CON-SSSNT-C9E5024U	SOLN SUPP 8X5XNBD Catalyst 9500 24x10G, K12 (Optional)	
N18	Cisco	C9500-DNA-24Y4C-A	C9500 DNA Advantage, Term License (Required)	
N19	Cisco	CON-SSTCM-C9512QA	SOLN SUPP SW SUBC9500 DNA Advantage (Required)	
N20	Cisco	E2N-C95006-G-A	C9500 CISCO DNA EA Advantage 24Y4C New Purchase (Required)	
C9500 Software and Licensing				

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
N21	Cisco	SC9500HUK9-173	Cisco Catalyst 9500H XE.17.3 UNIVERSAL	
N22	Cisco	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	
N23	Cisco	C9500-NW-A	C9500 Network Stack, Advantage	
N24	Cisco	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic (Included)	
N25	Cisco	C9500-DNA-A-3Y	DNA advantage 3 years license (C9500-48Y4C)	
N26	Cisco	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y (Included)	
N27	Cisco	C9500-DNA-A-5Y	DNA Advantage 5 Year License (Required)	
N28	Cisco	PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y (Included)	
N29	Cisco	ELA2-M	Cisco EA BUNDLE (Included)	
N30	Cisco	E2-N-AS	Cisco DNA for EA - Access Switching (Included)	
N31	Cisco	E2-N-AS-S	Access Switching EA - Support (Included)	
Network Module				
N32	Cisco	C9500-NM-8X=	8 x 1/10G (SFP/SFP+) supported on C9500-16X and C9500-40X	
N33	Cisco	C9500-NM-2Q=	2 x 40G (QSFP+) supported on C9500-16X and C9500-40X	
N34	Cisco	C9500-NM-BLANK	network module blank cover	
N35	Cisco	C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
Power Supply				
N36	Cisco	C9K-PWR-650WAC-R	650W AC power supply front to back cooling	
N37	Cisco	C9K-PWR-650WAC-R/2	650W AC power supply front to back cooling	
N38	Cisco	C9K-PWR-950WAC-R	950W AC power supply front to back cooling	
N39	Cisco	C9K-PWR-950WAC-R/2	950W AC power supply front to back cooling	
Power Cord				
N40	Cisco	CAB-N5K6A-NA	Power Cord, 200/240V 6A North America	
N41	Cisco	CAB-9K12A-NA=	IEC60320/C15 to NEMA 5-15P - 8 ft	
N42	Cisco	CAB-C15-CBN=	IEC60320/C15 to C14 connector - 8 ft	
Fan				
N43	Cisco	C9K-F1-FANTRAY	hot-swap front to back dual stacked cooling fan (C9500-24Y4C, C950048Y4C)	
Transceiver				
N44	Cisco	SFP-10G-SR=	10 Gbps (SFP+) 400m LC Multi-Mode	
N45	Cisco	SFP-10G-LR-S=	10 Gbps (SFP+) 10km LC Single-Mode	
N46	Cisco	SFP-10/25G-LR-S	10/25 Gbps (SFP28) 10km LC Single-Mode	
N47	Cisco	QSFP-40G-LR4-S	40 Gbps (QSFP+) 10km LC Single-Mode	
N48	Cisco	QSFP-100G-LR4-S	100 Gbps (QSFP28) 10km LC Single-Mode	

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
C9300 Edge Switches				
C9300 Switch 48-Port mGig UPoE				
N49	Cisco	C9300-48UN-EDU	Catalyst 9300 48-port UPoE Ports: 48 x 10/100/1000 UPoE (60W) Expansion Slot: 1 x modular Stacking: 8 member Default Primary Power Supply: PWR-C1-1100WAC Secondary Power Supply: Optional Fans: FRU redundant (3) RAM, Flash: 8GB, 16GB Bandwidth Capacity (with Stacking): 640 Gbps (1120 Gbps) Forwarding (with Stacking): 476.19 Mpps (833.33 Mpps) Protocols Compatibility: EIGRP, VTP Warranty: Limited Lifetime	
N50	Cisco	CON-SSSNT-C93048UE	SOLN SUPP 8X5XNBD Catalyst 9300 48-port 5Gbps, K12	
C9300 Switch 48-Port PoE+				

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
N51	Cisco	C9300-48P-EDU	Catalyst 9300 48-port PoE+ Ports: 48 x 10/100/1000 PoE+ (30W) Expansion Slot: 1 x modular Stacking: 8 member Default Primary Power Supply: PWR-C1-715WAC Secondary Power Supply: Optional Fans: FRU redundant (3) RAM, Flash: 8GB, 16GB Bandwidth Capacity (with Stacking): 256 Gbps (736 Gbps) Forwarding (with Stacking): 190.47 Mpps (547.62 Mpps) Protocols Compatibility: EIGRP, VTP Warranty: Limited Lifetime	
N52	Cisco	CON-SSSNT-C93048P	SOLN SUPP 8X5XNBD Catalyst 9300 48-port PoE+, K12 (Optional)	
Cisco 9300 Switch 48-Port				

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
N53	Cisco	C9300-48T-EDU	<p>Catalyst 9300 48-port</p> <p>Ports: 48 x 10/100/1000</p> <p>Expansion Slot: 1 x modular</p> <p>Stacking: 8 member</p> <p>Default Primary Power Supply: PWR-C1-350WAC</p> <p>Secondary Power Supply: Optional</p> <p>Fans: FRU redundant (3)</p> <p>RAM, Flash: 8GB, 16GB</p> <p>Bandwidth Capacity (with Stacking): 256 Gbps (736 Gbps)</p> <p>Forwarding (with Stacking): 190.47 Mpps (547.62 Mpps)</p> <p>Protocols Compatibility: EIGRP, VTP</p> <p>Warranty: Limited Lifetime</p>	
N54	Cisco	CON-SSSNT-C934048U	SOLN SUPP 8X5XNBD Catalyst 9300 48-port data only , K12 (Optional)	
C9300 Switch 24-Port mGig UPoE				
N55	Cisco	C9300-24UX-EDU	<p>Catalyst 9300 24-port UPoE</p> <p>Ports: 24 x 10/100/1000 UPoE (60W)</p>	
N56	Cisco	CON-SSSNT-C93024UE	SOLN SUPP 8X5XNBD Catalyst 9300 24-port mGig and UPOE, K12 (12 months)	
C9300 Software and Licensing				
N57	Cisco	S9300UK9-1612	Cisco Catalyst 9300 XE 16.12 UNIVERSAL	

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
N58	Cisco	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	
N59	Cisco	C9300-NW-A-48	C9300 Network Advantage, 48-port license (Included)	
N60	Cisco	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	
N61	Cisco	C9300-NW-A-24	C9300 Network Advantage, 24-port license (Included)	
N62	Cisco	C9300-DNA-A-24	C9300 DNA Advantage, 24-Port Term Licenses	
N63	Cisco	CON-SSTCM-C93A48	SOLN SUPP SW SUBC9300 DNA Advantage (Required)	
N64	Cisco	CON-SSTCM-C93A24	SOLN SUPP SW SUBC9300 DNA Advantage (Required)	
N65	Cisco	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic (Included)	
N66	Cisco	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y (Included)	
N67	Cisco	PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y (Included)	
N68	Cisco	C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License (Required)	
N69	Cisco	C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License (Required)	
N70	Cisco	C9300-DNA-A-24-3Y	C9300 DNA Advantage, 24-Port, 3 Year Term License (Required)	
N71	Cisco	C9300-DNA-A-24-5Y	C9300 DNA Advantage, 24-Port, 5 Year Term License (Required)	
N72	Cisco	ELA2-M	Cisco EA BUNDLE (Included)	

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
N73	Cisco	E2-N-AS	Cisco DNA for EA - Access Switching (Included)	
N74	Cisco	E2-N-AS-S	Access Switching EA - Support (Included)	
N75	Cisco	E2N-C93002-G-A	C9300 48-port CISCO DNA EA Advantage New Purchase (Required)	
N76	Cisco	E2N-C93001-G-A	C9300 24-port CISCO DNA EA Advantage New Purchase (Required)	
Network Module				
N77	Cisco	C9300-NM-4G	4 x 1G SFP	
N78	Cisco	C9300-NM-4M	4 x MultiGig Copper	
N79	Cisco	C9300-NM-8X	8 x 10G SFP+	
N80	Cisco	C9300-NM-2Y	2 x 25G SFP28	
N81	Cisco	C9300-NM-2Q	2 x 40G QSFP+	
N82	Cisco	NM-BLANK-T1=	Blank cover	
Power Supply				
N83	Cisco	PWR-C1-350WAC-P	350W AC 80+ platinum Config 1 Power Supply Primary	
N84	Cisco	PWR-C1-350WAC-P/2	350W AC 80+ platinum Config 1 Secondary Power Supply Secondary	
N85	Cisco	PWR-C1-715WAC	715W AC 80+ platinum Config 1 Power Supply Primary	
N86	Cisco	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 Secondary Power Supply Secondary	

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
N87	Cisco	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply Primary	
N88	Cisco	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Power Supply Secondary	
N89	Cisco	PWR-C1-1900WAC-P	1900W AC 80+ platinum Config 1 Power Supply Primary	
N90	Cisco	PWR-C1-1900WAC-P/2	1900W AC 80+ platinum Config 1 Power Supply Secondary	
N91	Cisco	PWR-C1-BLANK	Blank cover	
N92	Cisco	CAB-SPWR-30CM=	Catalyst Stack Power Cable 30 CM	
N93	Cisco	CAB-SPWR-150CM=	Catalyst Stack Power Cable 150 CM	
Power Cord				
N94	Cisco	CAB-TA-NA=	C15 to NEMA 5-15M Power Cable 8 ft	
Stacking Modules				
N95	Cisco	STACK-T1-50CM	50cm stack cable	
N96	Cisco	STACK-T1-1M	1m stack cable	
N97	Cisco	STACK-T1-3M	3m stack cable	
Fan				
N98	Cisco	FAN-T2=	Fan module hot-plug	
C9200 Edge Switches				
C9200 Switch 48-Port mGig PoE+				

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
N99	Cisco	C9200-48PXG-EDU	Catalyst 9200 48-port 8xmGig PoE+, K12 Ports: Catalyst 9200 48-port 8xmGig PoE+, K12 Expansion Slot: 1 x modular Stacking: 8 member Default Primary Power Supply: PWR-C6-1KWAC Secondary Power Supply: Optional Available PoE, Full PoE with redundant PS: 740W, 1440W Fans: FRU redundant (2) RAM, Flash: 4GB, 4GB Bandwidth Capacity (with stacking), Forwarding (with stacking): 400 Gbps (580 Gbps), 297.61 Mpps (431 Mpps) Protocols Compatibility: EIGRP, VTP Warranty: Limited Lifetime	
N100	Cisco	CON-SSSNT-C92008EU	SOLN SUPP 8X5XNBD Catalyst 9200 48-port 8xmGig PoE+, K12 (Optional)	
C9200 Switch 48-Port				

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
N101	Cisco	C9200-48T-EDU	Catalyst 9200 48-port data only, K12 Ports: 48 x 10/100/1000 Expansion Slot: 1 x modular Stacking: 8 member Default Primary Power Supply: PWR-C6-125WAC Secondary Power Supply: Optional Fans: FRU redundant (2) RAM, Flash: 4GB, 4GB Bandwidth Capacity (with stacking), Forwarding (with stacking): 176 Gbps (336 Gbps), 130.95 Mpps (250 Mpps) Protocols Compatibility: EIGRP, VTP Warranty: Limited Lifetime	
N102	Cisco	CON-SSSNT-C9248TED	SOLN SUPP 8X5XNBD Catalyst 9200 48-port data only, K12 (Optional)	
Cisco 9200 Switch 24-Port mGig PoE+				

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
103	Cisco	C9200-24PXG-EDU	<p>Catalyst 9200 24-port 8xmGig PoE+, K12</p> <p>Ports: 24 x PoE+ (8 mGig up to 10G, 16 up to 1G) Expansion Slot: 1 x modular Stacking: 8 member Default Primary Power Supply: PWR-C6-600WAC Available PoE, Full PoE with redundant PS: 370W, 740W Secondary Power Supply: Optional Fans: FRU redundant (2) RAM, Flash: 4GB, 4GB Bandwidth Capacity (with stacking), Forwarding (with stacking): 352 Gbps (532 Gbps), 261.90 Mpps (395 Mpps) Protocols Compatibility: EIGRP, VTP Warranty: Limited Lifetime</p>	
N104	Cisco	CON-SSNT-C92004DU	SOLN SUPP 8X5XNBD Catalyst 9200 24-port 8xmGig PoE+, K12 (Optional)	
C9200 Software and License				
N105	Cisco	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	
N106	Cisco	C9200-NW-A-48	C9200 Network Advantage, 48-port license (Included)	
N107	Cisco	C9200-NW-A-24	C9200 Network Advantage, 24-port license (Included)	
N108	Cisco	C9200-DNA-A-48	C9200 Cisco DNA Advantage, 48-Port Term Licenses (Included)	
N109	Cisco	C9200-DNA-A-24	C9200 Cisco DNA Advantage, 24-Port Term Licenses (Included)	
N110	Cisco	CON-SSTCM-C92A48	SOLN SUPP SW SUBC9200 Cisco DNA Adva (Required)	

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
N111	Cisco	CON-SSTCM-C92A24	SOLN SUPP SW SUBC9200 Cisco DNA Adva (Required)	
N112	Cisco	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic (Included)	
N113	Cisco	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y (Included)	
N114	Cisco	PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y (Included)	
N115	Cisco	C9200-DNA-A-48-3Y	C9200 DNA Advantage, 48-Port, 3 Year Term License (Required)	
N116	Cisco	C9300-DNA-A-48-5Y	C9200 DNA Advantage, 48-Port, 5 Year Term License (Required)	
N117	Cisco	C9300-DNA-A-24-3Y	C9200 DNA Advantage, 24-Port, 3 Year Term License (Required)	
N118	Cisco	C9300-DNA-A-24-5Y	C9200 DNA Advantage, 24-Port, 5 Year Term License (Required)	
N119	Cisco	ELA2-M	Cisco EA BUNDLE (Included)	
N120	Cisco	E2-N-AS	Cisco DNA for EA - Access Switching (Included)	
N121	Cisco	E2-N-AS-S	Access Switching EA - Support (Included)	
N122	Cisco	E2N-C92002-G-A	C9200 48-port CISCO DNA EA Advantage New Purchase (Required)	
N123	Cisco	E2N-C92001-G-A	C9200 24-port CISCO DNA EA Advantage New Purchase (Required)	
C9200 Network Modules				

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
N124	Cisco	C9200-NM-4X	4 x 1G/10G network module (supported both in 1G and C9200 Multigigabit switch)	
N125	Cisco	C9200-NM-2Y	2 x 25G network module (supported only on C9200 Multigigabit switch)	
N126	Cisco	C9200-NM-2Q	2 x 40G network module (supported only on C9200 Multigigabit switch)	
N127	Cisco	C9200-NM-BLANK	Network Module Blank Cover	
C9200 Power Supply				
N128	Cisco	PWR-C6-125WAC	125W AC Config 6 - Power Supply Primary (Included)	
N129	Cisco	PWR-C6-125WAC/2	125W AC Config 6 - Power Supply Secondary	
N130	Cisco	PWR-C6-600WAC	600W AC Config 6 - Power Supply Primary (Included)	
N131	Cisco	PWR-C6-600WAC/2	600W AC Config 6 - Power Supply Secondary	
N132	Cisco	PWR-C6-1KWAC	1KW AC Config 6 - Power Supply Primary (Included)	
N133	Cisco	PWR-C6-1KWAC/2	1KW AC Config 6 - Power Supply Secondary	
C9200 Power Cord				
N134	Cisco	CAB-TA-NA	North America AC Type A Power Cable (Included)	
C9200 Stacking Modules				
N135	Cisco	C9200-STACK-KIT	Two Data Stack Adaptors, One Stack Cable	

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
N136	Cisco	C9200-STACK	Cisco Catalyst 9200 Stack Module	
N137	Cisco	STACK-T4-50CM	50CM Type 4 Stacking Cable	
N138	Cisco	STACK-T4-1M	1M Type 4 Stacking Cable	
N139	Cisco	STACK-T4-3M	3M Type 4 Stacking Cable	
C9200 Fan				
N140	Cisco	C9200-FAN	Fan Module Hot-plug	
Wireless				
Indoor Access Point				

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
W01	HPE Aruba	JZ337A (IAP-535)	<p>Omni-directional, Dual Band (802.11a/b/g/n/ac/ax)</p> <ul style="list-style-type: none"> - Wi-Fi generation: 802.11ax - Max data rate: 1.147 Gbps (2.4GHz), 2.4 Gbps (5GHz) - Radio MIMO type: 4x4:4 MIMO (2.4GHz and 5GHz) - DL-MU_MIMO and UL-MU-MIMO support - Max number of Resource Units (OFDMA): 37 - Max number of associated clients (per radio): 1024 - Number of Integrated antennas: 8 - Integrated Bluetooth 5 and BLE radio - Integrated 802.15.4 radio (Zigbee) - Network interfaces: two multi-gig (scalable to 5GE) Ethernet RJ-45 ports - USB host interface available (5W max power) - PoE PD power: 802.3at/bt (up to 60W), PoE power draw-able from either or both ports - 802.3az support - Intelligent Power Monitoring (IPM) support - Plenum rated - Lifetime warranty 	
Indoor Mounts				
W02	HPE Aruba	R3J15A	AP-MNT-A Campus AP mount bracket kit (individual) type A: suspended ceiling rail, flat 9/16	
W03	HPE Aruba	R3J16A	AP-MNT-B Campus AP mount bracket kit (individual) type B: suspended ceiling rail, flat 15/16	

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
W04	HPE Aruba	R3J17A	AP-MNT-C Campus AP mount bracket kit (individual) type C: suspended ceiling rail, profile 9/16	
W05	HPE Aruba	R3J18A	AP-MNT-D Campus AP mount bracket kit (individual) type D: solid surface	
Outdoor Access Point				

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
W06	HPE Aruba	R4H18A (IAP-575)	<p>Omni-directional, Dual Band (802.11a/b/g/n/ac/ax), ZigBee and Bluetooth 5.0 Low Energy support</p> <ul style="list-style-type: none"> - Wi-Fi generation: 802.11ax - Max data rate: 575 Mbps (2.4 GHz), 4.8 Gbps (5 GHz) - Radio MIMO type: 2x2:2 MIMO (2.4GHz), 4x4:4 MIMO (5GHz) - DL-MU_MIMO support - Max number of Resource Units (OFDMA): 16 - Max number of associated clients (per radio): 512 - Built in Omni Directional Antennas: Antennas 3.4 dBi (2.4GHz), 5 GHz: Antennas 5 dBi (5GHz) - Integrated Bluetooth 5 and BLE radio - Integrated 802.15.4 radio (Zigbee) - Network interfaces: one multi-gig (scalable to 2.5GE) Ethernet RJ-45 port and one 10/100/1000Base-T RJ-45 port - PoE PD power: 802.3at/bt (up to 60W), PoE power draw-able from either or both ports - 802.3az support - Intelligent Power Monitoring (IPM) support - Plenum rated - Lifetime warranty 	

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
W07	HPE Aruba	R4H23A (IAP-577)	Directional, Dual Band (802.11a/b/g/n/ac/ax), ZigBee and Bluetooth 5.0 Low Energy support <ul style="list-style-type: none"> - Wi-Fi generation: 802.11ax - Max data rate: 575 Mbps (2.4 GHz), 4.8 Gbps (5 GHz) - Radio MIMO type: 2x2:2 MIMO (2.4GHz), 4x4:4 MIMO (5GHz) - DL-MU_MIMO support - Max number of Resource Units (OFDMA): 16 - Max number of associated clients (per radio): 512 - Built in 90°H x 90°V Directional Antennas: Antennas 6.8 dBi (2.4GHz), Antennas 5.6 dBi (5GHz) - Integrated Bluetooth 5 and BLE radio - Integrated 802.15.4 radio (Zigbee) - Network interfaces: one multi-gig (scalable to 2.5GE) Ethernet RJ-45 port and one 10/100/1000Base-T RJ-45 port - PoE PD power: 802.3at/bt (up to 60W), PoE power draw-able from either or both ports - 802.3az support - Intelligent Power Monitoring (IPM) support - Plenum rated - Lifetime warranty 	
Outdoor Mounts				
W08	HPE Aruba	JW052A (AP-270-MNT-V1)	Outdoor AP Pole/Wall Long Mount Kit	
W09	HPE Aruba	JW053A (AP-270-MNT-V2)	Outdoor AP Pole/Wall Short Mount Kit	

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
W10	HPE Aruba	JW054A (AP-270-MNT-H1)	Outdoor AP Hanging Mount Kit	
W11	HPE Aruba	JW055A (AP-270-MNT-H2)	Outdoor AP Flush Mount Kit	
Network Management				
W12	HPE Aruba	JY925AAE	Aruba Central Device Management Subscription for 1 Year	
W13	HPE Aruba	JY926AAE	Aruba Central Device Management Subscription for 3 Years	
W14	HPE Aruba	JY927AAE	Aruba Central Device Management Subscription for 5 Years	
W15	HPE Aruba	JZ017AAE	Aruba Central Device Management/Cloud Services 2 Tokens 5yr Subscription E-rate Bundle E-STU	
Controllers				
W16	HPE Aruba	JY903AAE	Aruba MC-VA-250 Virtual Mobility Controller License (US) with Support for up to 250 AP E-LTU	
W17	HPE Aruba	JY904AAE	Aruba MC-VA-1K Virtual Mobility Controller License (US) with Support for up to 1000 AP E-LTU	
W18	HPE Aruba	JY897AAE	Aruba MCR-VA-5K Mobility Conductor Virtual Appliance with Support for up to 5,000 Devices E-LTU	
W19	HPE Aruba	JY898AAE	Aruba MCR-VA-10K Mobility Conductor Virtual Appliance with Support for up to 10,000 Devices E-LTU	

Line Number	Manufacturer	Manufacturer Part Number	Specifications- Configuration	Proposal: Y, N, S, O
W20	HPE Aruba	JY792A	Aruba MCR-HW-5K Mobility Conductor Hardware Appliance with Support for up to 5,000 Devices	
W21	HPE Aruba	JY793A	Aruba MCR-HW-10K Mobility Conductor Hardware Appliance with Support for up to 10,000 Devices	
W22	HPE Aruba	JW619AAE	Aruba AP/PEF/RFP license + 1 year Arubacare Support	
Uninterruptible Power Supply				
UPS				
U01	APC	SRT8KRMXLT	Smart-UPS SRT 8000	
U02	APC	SURTD6000RMXLP3U	Smart-UPS RT 6000 RM XL	
U03	APC	SURTA3000RMXL3U	Smart-UPS RT 3000 XL	
Battery				
U04	APC	SRT192RMBPUS	RM battery pack (Smart-UPS SRT 8000)	
U05	APC	APCRBC140	2 battery modules (Smart-UPS RT 6000 & 3000)	
Network Management Card				
U06	APC	AP9631	Network Mgmt Card with Environmental Monitoring	

2.2 Proposed Substitutions: Equipment List

Vendors requesting substitutions of “or equal” Equipment (Vendor’s response in section 2.1 was “S”) must identify the proposed substitution including the line number and model number listed in the RFP, and the manufacturer and model number of the proposed “or equal” Equipment in the table below. Vendors may expand the table as needed. Descriptive technical literature fully describing the claimed “or equal” Equipment (manufacturer’s specifications and a picture of the specific item), should be provided. Indicate the page number of the RFP response for any technical literature provided. Suitability and valuation of “equals” rest 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 substituted Equipment shall be borne by the Vendor. The District shall be the sole judge as to the quality and suitability of proposed substituted Equipment, and decisions of the District shall be final and conclusive.

Line Number (RFP)	Manufacturer Part Number (RFP)	Manufacturer (Proposed Substitute)	Model Number (Proposed Substitute)	Technical Literature (Pg. Nbr. Of Response)

2.3 Proposed Substitutions: Equivalency

Using the table below, identify any feature, specification, or functionality differences between the proposed substitute product and the standard specified in section 2.1. The District will evaluate each proposed substitute against the technical specifications of the named standard. Vendors may reference technical literature by providing a page number in the Explanation of Difference Column.

Line Number (RFP)	Model Number (Proposed Substitute)	Explanation of Differences/Deviations From Standard

2.4 Equipment Standards: Additional Explanation

For any line numbers in section 2.1 where Vendor’s response was an “N” or an “O,” please provide additional information in the section below.

Line Number (RFP)	Explanation of Response (Required for “N” and “O” responses in the table in section 2.1).

2.5 Additional Proposed Products

List any additional recommended/proposed products Vendor believes to be advantageous to the District that were not included in section 2.1. Provide a brief overview of each item in the table below. Additional details may be attached to the RFP in Section E (include a page number reference in this section) or added in narrative form below the table.

Manufacturer	Manufacturer Part Number (RFP)	Part Name/Short Description	Rationale (Why should the District consider purchasing this item?)	Additional Details (Pg. Nbr. Of Response)

Section 3: Implementation and Interoperability

The District plans to execute a comprehensive network equipment refresh over a three-year period, beginning July 1, 2021 (or upon funding approval). The implementation will be phased as funding and personnel are available. In addition to the comprehensive refresh, the District anticipates the need to replace switches, access points, and uninterruptible power supplies on an as-needed basis when currently installed equipment fails. The requirements in this section are intended to assess the ability to implement the proposed Solution successfully, with minimal disruption to District staff and students.

3.1 Provide an overview of Vendor’s recommended approach to implementation.

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3.2 Describe Vendor’s and District’s respective roles in the implementation. Note: Vendors may assume that District staff will be configuring and installing devices and/or may propose to support configuration/installation.

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3.3 Describe how existing security policies and configuration settings can be transitioned efficiently to the new, proposed Equipment.

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3.4 Single Device Replacement: Describe interoperability features of the proposed Solution with the District’s current environment. If a single device (switch or access point) were to fail at a District site, describe how the proposed new Equipment could be integrated into the existing environment.

3.4 Single Device Replacement: Describe interoperability features of the proposed Solution with the District’s current environment. If a single device (switch or access point) were to fail at a District site, describe how the proposed new Equipment could be integrated into the existing environment.

3.5 School/Site Replacement: If the District were to replace all of the existing equipment at a single location with the Vendor’s proposed Solution, describe any limitations to how that site would communicate with other sites on the network.

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3.6 Manageability and Visibility: Describe the features available in the proposed Solution for Districtwide manageability of switches and access points. Include visibility into connectivity and security issues, usage/connection reporting tools, and remote management capabilities.

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3.7 Manageability and Visibility: The District is planning a phased implementation of the new Solution over three years. During the implementation period, some sites are expected to be on the new Equipment. Others that have not been transitioned will remain on the current Cisco and Aruba equipment that was previously deployed. Describe how the Vendor’s proposed solution supports District-wide visibility and management of the network during the phased implementation.

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

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Section 4: Pricing Requirements

Vendor must complete the Pricing Forms (Appendix C). In Appendix C, Vendor shall detail all Equipment and Services 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, software licensing and maintenance, training, ongoing support, Solution maintenance, repairs, materials, components, parts, supplies, tools, utility, recommended professional services, surcharges, and costs of optional equipment, services, and products and any other anticipated costs to IUSD to provide Equipment and perform the Services 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.

Do not include California Sales or Use Taxes in Proposal pricing. This tax should be added to awarded vendor quotes and invoices and will be paid for by the District.

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

	Yes	No	Comments
4.1 Confirm that all costs, 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, software licensing and maintenance, training, ongoing support, Solution maintenance, repairs, materials, components, parts, supplies, tools, utility, recommended professional services, surcharges, and costs of optional equipment, services, and products and any other anticipated costs to IUSD to provide Equipment and perform the Services 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 have been included on the completed pricing forms in Appendix C.			
4.2 Confirm that the Pricing Form includes an itemized schedule of all Equipment, software, and Services for the			

<p>proposed Solution and all pricing quoted includes all activities necessary for a complete, turn-key system.</p>			
<p>4.3 Confirm that if the price of an item decreases during the period of delivery under a contract resulting from this RFP, IUSD shall receive a corresponding decrease in price on the balance of deliveries.</p>			

4.4 Provide a narrative explanation of Vendor’s pricing proposal in Appendix C. 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.*

4.5 Describe any assumptions made impacting the cost proposal, and any limitations that apply to the listed costs.

4.6 Clarify the licensing and maintenance offerings that are required and optional additions for the proposed Solution. As previously stated, the District typically will purchase enhanced maintenance/support on core/data center equipment, but not on edge/site-based equipment (the District will purchase spares instead).

4.7 Confirm whether maintenance contract costs are escalated over time, including any contractual limits in escalation of costs. **Any price increases must be defined in Vendor’s proposal.*

Section 5: Exceptions

5.1 Describe any exceptions to the RFP content, general expectations, specific requirements, or IUSD’s Agreement and/or Required Forms. 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: Supplemental Materials

- Sample Vendor Contract
- Service Level Agreement (SLA), Equipment Warranties and Maintenance Agreement(s)
- Technical Specifications for Proposed Substitute Products
- Additional Resources that Support the Proposal

Technical Specifications: Vendors proposing substitute Equipment must provide detailed technical specifications that demonstrate equivalency of proposed products.