



IRVINE UNIFIED SCHOOL DISTRICT

RFP No. 17/18-01IT Wide Area Network Project

PROPOSAL DEADLINE: February 9, 2018, 2:00 pm

Contact: Maria Ragas, Purchasing Dept.

Irvine Unified School District

5050 Barranca Parkway, Irvine, California 92604

Telephone: (949) 936-5212 Fax (949) 936-5219

Email: MariaRagas@iusd.org

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

NOTICE CALLING FOR PROPOSALS

DISTRICT: **IRVINE UNIFIED SCHOOL DISTRICT**

PROPOSAL DEADLINE: February 9, 2018 at 2:00 pm

PLACE OF RECEIPT: Irvine Unified School District
Purchasing Department
Attn: Maria Ragas
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. 17/18-01IT, WIDE AREA NETWORK PROJECT.**

Request for Proposal documents can be downloaded 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.

Any questions regarding the Request for Proposals shall be directed to Maria Ragas at MariaRagas@iusd.org, via e-mail **only** by 2:00 pm on January 25, 2018. All responses will be posted on the District's website.

Irvine Unified School District
Governing Board

Publish: Orange County Register – December 22, 29, 2017

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1. Background and Overview

1.1 Overview

The Irvine Unified School District (“IUSD” 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 34,400 (K-12), in one (1) early childhood learning center, twenty-three (23) elementary schools, three (3) K-8 schools, six (6) middle schools, five (5) comprehensive high schools, and one (1) continuation high school. IUSD’s outstanding programs, large size, and rapid enrollment growth make it a standout school district. The district's strategic initiatives are driven by our 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.

IUSD is renowned for its nationally recognized schools, student performance well-above state and national comparisons, and comprehensive programs in academics, the arts, and athletics. The District benefits immensely from a deeply engaged and supportive community.

1.2 Requested Services

This solicitation is intended to provide a mechanism for IUSD to procure Wide Area Network (WAN) services of various capacities to the multiple school and service sites in the District. IUSD priorities include:

- This service shall be implemented in order to accommodate both the current and future interconnection requirements. The implementation shall be based on industry standard components. The solution will scale to meet growth in individual site connectivity needs and the addition of new sites resulting from IUSD enrollment increases.
- The award is contingent upon funding from the FCC E-Rate program (Schools and Libraries Division). IUSD may choose to implement part or all of the initiative at its choosing, based on immediate needs. The Provider shall ensure that all eligible components of service are filed with the California Public Utilities Commission (CPUC) and are eligible for the California Teleconnect Fund (CTF) discount.
- IUSD is soliciting qualified service Providers, (hereafter referred to as “Provider” or “Contractor”) for one (1) solution. Under this solution, the Provider shall submit a proposal for installation and ongoing service for (including, but not limited to) network equipment, network cabling, equipment racks, outside plant infrastructure, and associated termination equipment as required to provide said bandwidth rates. All components provided under this initiative shall permanently remain owned and serviced by the Provider.
- See complete RFP documents for additional technical requirements and compliance references.

1.3 Current Environment

IUSD receives its Wide Area Network services from AT&T. Schools and Administrative Offices are connected via 500Mbps or 1 Gbps using AT&T Switched Ethernet (ASE) circuits to the

IUSD Data Center Network Operations Center (NOC). The Data Center NOC (100 Nightmist) is connected through a 10 Gbps circuit to the Orange County Department of Education (current Internet Service Provider).

1.4 Period of Performance

The term of the contract resulting from this RFP shall be five (5) years from the implementation date (7/1/2018).

2. Instructions to Providers

2.1 Proposal Contact and Correspondence

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

Maria Ragas, Purchasing Department
mariaragas@iusd.org
Irvine Unified School District
5050 Barranca Parkway
Irvine, CA 92604

There will be no verbal understandings recognized by the district.

No contractor should attempt to contact or obtain information from any other district representative.

All RFP documents will be posted on the district website (<https://iusd.org/about/departments/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 **2:00 pm PST on February 9, 2018**.

Provider to submit:

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

Proposal shall be clearly marked: "Response to RFP No. 17/18-01IT, Wide Area Network Project." Proposal shall be submitted to:

Irvine Unified School District
Purchasing Department
Attn: Maria Ragas
Irvine Unified School District
5050 Barranca Parkway, Irvine, California 92604

2.3 Delivery to District

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

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

2.4 Withdrawal, Resubmission or Modification

A Provider may withdraw the Proposal at any time prior to the Proposal Submission Deadline specified in the Calendar of Events, by submitting a written request for its withdrawal to designated District RFP contact, signed by the Provider or authorized agent. The Provider may thereafter submit a new or modified Proposal prior to the Proposal Submission Deadline. Modification offered in any other manner, oral or written, will not be considered. 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	December 22, 2017 December 29, 2017
Mandatory Proposers' Conference (Job Walk)	5050 Barranca Parkway, Irvine, CA 92604	January 9, 2018 at 10:30 am
Last Day to Submit Questions (RFIs)	MariaRagas@iusd.org	January 25, 2018 at 2:00 pm
Response to Questions Posted	IUSD Website	February 2, 2018
Proposals Due	5050 Barranca Parkway, Irvine, CA 92604	February 9, 2018 by 2:00 pm
Evaluation and Selection of Finalists		February 12, 2018- February 21, 2018
Intent to Award	IUSD Website	February 22, 2018
Board of Education Action		March 13, 2018

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

2.6 Preparation

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

Responses must follow District-prescribed format, including all required forms and response

templates. Providers must include all documents and forms indicated in the Proposal Submission Checklist provided in Appendix B.

2.7 False and Misleading Statements

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

2.8 Request for Information (RFI)

Contractors are encouraged to ask questions during the open RFP question period. All questions shall be in writing and submitted to the listed 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. All responses shall be in writing by an authorized District employee or their designated representative. Responses to all RFIs received will be posted on the District Website.

2.9 Amendments to the RFP

During the RFP period, the District may amend the RFP. Amendments to the RFP and/or calendar of events will be posted at <https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps>.

2.10 Limits of the RFP

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

2.11 Public Records Act

All records, documents, drawings, plans, specifications and other materials submitted by Provider in its proposal and during the course of any work 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 the submitting party in accordance with the Act. IUSD will endeavor to inform Provider of any request for the disclosure of such information. Under no circumstances, however, will IUSD be responsible or liable to Provider or any other party for the disclosure of any such labeled information. Providers that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may, at IUSD's discretion, be deemed non-responsive. IUSD will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "Trade Secret," "Confidential" or "Proprietary." If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate Provider shall indemnify, defend and hold harmless IUSD, its Board of Trustees, officers, agents, employees in such litigation.

2.12 Site Walk and Bidders' Conference

IUSD will host a mandatory Site Walk and Proposers' Conference on the date and time specified in the Calendar of Events. All prospective Providers must have a representative in attendance.

2.13 Other Agencies' Purchases

Other public agencies in the State of California may purchase identical items of equipment, materials and supplies at the same price and upon the same terms and conditions pursuant to Sections 20118 and 20652 of the Public Contract Code. District waives its right to require other public agencies to draw their warrants in favor of District as provided in said code sections. Provider may specify on the "Piggyback Clause" form included in the Required Forms section of this RFP whether the Provider will permit other public agencies to use the resulting contract, to the extent allowable under the law.

3. Evaluation and Award

3.1 General Information

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

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

3.2 Requirements

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

3.3 Scoring

The WAN RFP Process and evaluation components were approved by the Board of Education at the September 12, 2017 School District Board meeting, per Resolution No. 17-18-15.

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

Factor	Weight
Price	40%
Vendor Experience and Ability to Perform	30%
Implementation and Support Plan	20%
Proposed Network Architecture	10%

Interviews/Provider Presentations:

The District reserves the right to conduct in-person interviews and/or require formal presentations for all or a portion of the responding Providers.

Site Visit:

The District reserves the right to visit one (1) or more of the Provider’s current customer sites.

Discussions:

Discussions may, at the District's sole option, be conducted with responsible representatives 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 solicitation requirements. Firms 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 firms.

3.4 Award

The District will provide all responding Providers with a Notice of Intent to Award to Provider. The Award of the RFP will be voted on by the Board of Education at a public meeting. Any Provider protesting the award of a contract to another Provider must do so, in writing, within five (5) days of the Intent to Award posting.

3.5 Contract and Warranties

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

The Selected Provider will guarantee that the Proposed Products and services shall conform in all material respects to the District's specifications in this RFP and the Selected Provider's Documentation accompanying or referred to in this RFP.

If a contract is awarded as a result of this procurement process all warranties made by the Selected Provider, including the Provider's response to the RFP, shall be incorporated into the Agreement and shall be binding upon the Selected Provider. This RFP and the Selected Provider's Proposal will become a part of the Agreement. Any Proposal attachments, documents, letters, and materials submitted by the Provider shall be binding and may be included as part of the Agreement. Submission of a successful Proposal is not the end of the contractual process; further negotiation over the Agreement terms and conditions will be necessary, which, in and of itself, could change the Selected Provider.

4. Implementation Process

4.1 Project Timeline

If awarded, this project will be accomplished incrementally over the stated period of performance.

For existing sites: The District will provide a prioritized list of sites upon contract execution. Within thirty (30) days of contract execution, Provider shall develop a project plan that includes the upgrade and full transition of all existing sites by **July 1, 2018**.

For added sites: The District will release location(s) or site(s) for upgrade based on the needs of the District and will always be subject to the availability and approval of funding. The District expects to add approximately one new site each school year due to enrollment growth and new school construction. Upon approval and funding an authorized representative of the District will request services to the Provider outlining locations/sites where work is to be performed.

Provider must require no more than sixty (60) days advance notice to provide services at a new site or upgrade services at an existing site. After verification of site conditions (conditioned, powered and connectivity ready Main Distribution Frame (MDF)), Provider must require no more than thirty (30) days to upgrade or provide new services.

Provider shall also submit a work plan and timeline showing how the Provider proposes to accomplish the work, and a list showing all personnel that will be onsite and their role. All onsite work will be performed in coordination with the Facilities and the Technology departments.

4.2 Site Access and Work Hours

Access to each site will be coordinated through the District Project representative at least two (2) work days in advance. Site access schedule and work plan must be submitted and approved by IUSD prior to the Provider arriving onsite.

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

4.3 DOJ Clearance

All Provider personnel working on any District site shall have attained the proper Department of Justice (DOJ) clearance. Provider must demonstrate this 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.

4.4 Interpretation of Plans and Documents

The interpretation of the plans, specifications, forms, and all project documentation shall be determined by the District. Request for clarification of intention, interpretation, and understanding shall be submitted in writing prior to the RFI deadline specified in the Calendar of Events.

It is the Provider's responsibility to verify existing conditions. Provider must verify all such information prior to response and again prior to work affected by existing conditions.

5. Proposal Format

5.1 General

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

Each Provider shall submit a Proposal with all information requested. The Proposal should be as clear, complete, and consistent as possible. Some items in this section request a direct response or supporting information from the Provider. Other items are written as statements of compliance. Vendors must confirm compliance/conformance to all statements in their response.

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

5.2 Proposal Content and Sequence

The completed Proposal must include the following items, with format and content as described.

Part 1: Vendor Experience and Ability to Perform

This section should provide background information that supports your firm's ability to provide the requested services effectively and reliably. Please respond to each requirement directly and provide additional documentation as needed to support the Proposal.

Provider Background/Qualifications

- P1.1 Provide a brief description of your firm(s), as well as any other firms joining with your firm to provide services. This description should include a history of the firm(s), number of employees and organizational structure of the firm(s).
- P1.2 List and describe the State and Federal licenses, certificates, and legal authorizations (i.e., CPUC number, FCC ID number or license, etc.) that you hold which allow the provision of network services requested in this RFP. The contractor of award may be required to provide the District with copies of the actual licenses and certificates held.
- P1.3 Provide list of company contacts, with description of their roles and backgrounds that will be assigned to IUSD's implementation and ongoing support. Provide detailed experience information, including experience statements and resumes for the proposed

project manager, crew foreman, and the Provider's proposed primary contact for ongoing maintenance and support for the District.

- P1.4 Provide a brief overview of your firm's technical experience, qualifications, and background in providing and maintaining telecommunication/network services for similarly sized customers. Indicate the prior experience of your firm that you consider 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 project. Proposal should evidence the Provider's awareness of and support for the unique needs of education clients.
- P1.5 Provide evidence of long-term fiscal stability. Artifacts may include fiscal reports or recent audit results that demonstrate consistent and current financial security.

Subcontractors

- P1.6 Subcontractor Information: Any subcontractors performing services against this agreement must be fully listed and detailed in the Proposal submitted by contractors. State any work proposed to be provided by a subcontractor, and provide evidence of each subcontractor's capability and willingness to carry out the work. For each proposed subcontractor, include firm name and address, management contact person, and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.
- P1.7 Subcontractor Oversight/Responsibility: Provider must agree to bind every subcontractor by the terms and conditions of this agreement, including licensing and experience qualifications, as far as such terms and conditions are applicable to the subcontractor(s) work. If Provider subcontracts any part of this agreement/contract, contractor shall be fully responsible to the District for acts and omissions of their subcontractor and of persons either directly or indirectly employed by contractor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the District.

References

- P1.8 Provide customer references for at least five (5) K-12 or government organizations of similar size to IUSD currently serviced by the Provider. At least two (2) of the references must be for customers that have worked with the proposed project manager. Installations should be similar in scope, timeline and technical design to Provider's Proposal for IUSD. Each reference must include the following information:
- Organization/Customer Name
 - Name, Title, and Contact Information of an organization contact who has ongoing involvement in operations of the network and is knowledgeable about the implementation.
 - List of products and services used by the organization and the length of time those products have been in productive use. (References must be from organizations using the same or similar products and services).
 - Length of time from contract execution to full implementation for the referenced project.

E-Rate

The District intends to obtain maximum funding under the Federal Communications Commission's E-Rate program and the California Teleconnect Fund (CTF) program for commercially available telecommunication/network services contracted as a result of this RFP.

- P1.9 Provide your firm's E-Rate Service Provider Identification Number (SPIN). Failure to provide the required SPIN may result in the rejection of the Proposal. The service Provider must have a valid Service Provider Identification Number (SPIN), and maintain the SPIN number throughout the entire term of the contract.
- P1.10 Service Provider must be capable of providing services directly to each site in compliance with the rules and regulations of the Universal Service Administration Company (USAC) E-rate program. The District will not allow the use of another Provider's services in order to achieve connectivity for all identified locations.
- P1.11 Service Provider must have a presence in the area, and be capable of expanding to the future capacities identified within a one (1) year time frame. If the future capacities are not able to be provided under the current service Provider infrastructure, the Provider must include a transition and planning document which indicates the timeframe the intended future capacities will be available.
- P1.12 Describe your firm's proposed methodology for providing the Erate discounts on invoices to the District. The successful Provider shall be responsible for providing the District on a timely basis the applicable Erate documents (such as the Item 21 attachments and any certifications grids or forms) and for providing discounts in accordance with Erate and CTF program rules and requirements on a timely basis. It is the Provider's responsibility to maintain an invoicing and accounting system to track Erate and CTF discounts in a manner that is readily understandable by the District. In the RFP response, Contractor will provide delineation between eligible and ineligible Erate costs.

Bidders wishing to obtain information regarding the Erate program are directed to access the Schools and Libraries Division of the FCC website at <http://www.sl.universalservice.org>.

Bidders wishing to obtain information regarding the CTF program are directed to: access <http://www.cpuc.ca.gov/puc/telco/public+programs/CTF/>.

Part 2: Implementation and Support Plan

This section should provide detailed plans and timelines for the delivery of the services. This section should also evidence Provider's ability to deliver the services in the required timelines, while meeting all technical and program compliance requirements of the RFP. Provider must demonstrate reliability of the services and responsiveness of support. Please respond to each requirement directly and provide additional documentation as needed to support the Proposal.

Implementation

- P2.1 Provide a project plan that allows all sites to be fully cutover to the new services no later than July 1, 2018. Assume no work may be performed prior to the Board Approval

date specified in the Calendar of Events.

- P2.2 Describe your proposed project approach, including the roles and responsibilities of project team members, required tasks and necessary onsite work. Include a detailed list of District and Provider responsibilities during the implementation process. Define and explain expectations of IUSD staff, including any requirements related to ordering processes, room readiness, testing and cutover.
- P2.3 The new connection shall be installed and tested prior to the previous feed being removed. Co-location may be necessary at some sites.
- P2.4 All existing sites must be migrated, tested, and accepted no later than July 1, 2018. In the event delays occur, exceeding 30 days beyond the scheduled migration identified in the Provider's project plan, the Provider may be subject to liquidated damages to reimburse IUSD for the actual damages the District will sustain. If delay is caused or continued by the Provider, liquidated damages will apply.
- P2.5 Should the awarded Provider be a new provider, the Provider shall coordinate and de-install any backbone cabling from the previous Provider back to the easement serving the parcel.
- P2.6 Prior to the commencement of any work, Provider shall provide detailed shop drawings for District review/approval. This will include drawings for the mounting of equipment, floor plans, wall elevations, grounding and bonding details, conduit sleeve and fire-stop details, fiber diagrams, and the surface raceway detailed diagram for each varying scenario, etc. For any work affecting structure, the Provider will have the shop drawing signed off by a structural engineer prior to submission to the District for review and approval.
- P2.7 The Provider is responsible for placing the new system and/or components into service. During the implementation, the Provider is to minimize service interruptions during school/business hours.
- P2.8 Describe Provider's expectations for the physical condition of the main distribution frame (MDF) area and any other conditions for the installation area. In other words, what does the Provider define as a "room-ready" or acceptable space for the installation of equipment necessary to deliver the services?
- P2.9 The point of connection must be extended into the main distribution frame (MDF), which serves the entire campus LAN. Any conduit, conduit support, messengers, supporting components, and cabling required to extend the service shall be provided by the Provider. The equipment shall be rack mounted and will use space in the existing District owned racks/enclosures. The District UPS systems will be used for electrical protection and battery backup.
- P2.10 The Provider will provide a detailed orientation to the District on the new system upon completion. This will be a 2-4 hour block of instruction at the job site. This orientation will involve understanding the warranty conditions and procedures and reading the redline As Built drawings.

Site Changes

- P2.11 New Sites (newly opened schools/offices due to district growth during the term of the contract): Outline the process for adding new sites to the contract and bringing them online after the initial implementation of IUSD's existing sites. IUSD expects that additional sites shall be added as an addendum, and the terms and pricing of the addenda shall be consistent/coterminous with parent agreement. Please see section 4.1 for IUSD timeline expectations. Be specific about the notification requirements and expected timelines. If a site-inspection is required prior to completing the work, include typical timelines from room-ready site inspection to delivery of the services.
- P2.12 Closed Sites/Relocated Sites (sites closed by the District that are no longer occupied by District staff or students, or sites moved to a new location): No termination charges shall be charged (including fees for service termination, remaining monthly charges, or any other cost associated with termination).
- P2.13 Provide a copy of Provider's standard Service Level Agreement (SLA) for the requested services. The SLA and supporting documentation must minimally include: the Provider's staffed service hours, maximum response time to non-essential District requests, maximum response time to essential/outage corrections, escalation procedures for after-hours outages, provision for credits/contract termination if agreement terms are not met.
- P2.14 Report actual uptime percentage over the past 24 months for K12 customers. Scheduled maintenance windows, if service is interrupted to customers, must be counted as downtime. Identify and explain any breaches to the SLA.
- P2.15 Confirm that the Provider offers unlimited 24/7/365 support. Identify any restrictions on support availability. For example, describe whether the Provider differentiates support availability based on emergency outages, service degradation, onsite/remote work or routine support needs.
- P2.16 Describe guaranteed response times, including initial response/acknowledgement of the request, assignment to a team/technician, on-site response time where needed, and other support milestones.
- P2.17 Provide the location of the nearest local support center that would be responsible for onsite repairs in the event of an outage or other issue. Confirm that all support personnel have been background checked and cleared.
- P2.18 Describe issue escalation procedures. List any automated triggers to escalate open issues or emergency support calls. Identify procedure for IUSD to escalate issues through key contacts.

Part 3: Proposed Network Architecture

In this section, Providers must describe in detail how their proposed solution satisfies the technical requirements described in this document. In addition, Providers must provide a brief overview of their firm's network capabilities, especially in regard to reliability, redundancy, and fault tolerance.

Network Design and Management

- P3.1 The topology shall be a star topology with each connection terminating at the District NOC. The connection shall be able to pass multiple VLANs using 802.11Q and subnets. The network shall have the logical appearance of multiple point-to-point connections.
- P3.2 The Provider shall maintain unshared dedicated links for all connections indicated.
- P3.3 The District shall have MAC address visibility. There will be no network address translation apparent from either end of the connection.
- P3.4 The Provider shall be responsible for all maintenance of the system, including equipment and cabling. The Provider will be given access to the demarcation points at each site with 48 business hours' notice. Access and repair for emergency outages shall be coordinated through the District CTO and Technology department.

Network Performance

- P3.5 For all existing sites (see list in Section 6), confirm Provider is available to provide service up to 10 Gbps (dedicated) no later than July 1, 2018.
- P3.6 If 10 Gbps is not currently available at any existing site, list the site(s) and expected date of availability.
- P3.7 If 40 Gbps is not currently available for the OCDE to IUSD NOC connection, provide the expected date of availability.
- P3.8 Confirm for all new sites (see list in Section 6), Provider will be able to provide service six (6) months prior to the anticipated school opening date.
- P3.9 The network will provide many services to the students and staff of the District to include, but not limited to: Streaming Video, one-to-one student computing (primarily Chromebooks/G-Suite), Voice Over IP, cloud-based storage and collaboration, web-based, on-premise and hosted database solutions. The network must be capable of maintaining the stated transmission speeds, minus overhead, quality of service, and VLAN tags from point to point.
- P3.10 The Provider's network must be resilient in that the failure of one (1) device will not prevent network connectivity to all sites in the District.
- P3.11 The network will be tested prior to acceptance and turnover using bandwidth tests, ping test, QoS tests, and multiple VLAN transmissions. The minimum acceptable results from a ping test of 500 small size packets will include no dropped responses with a maximum roundtrip less than 15 milliseconds, with an average of 10 milliseconds or less.

Installation and Customer Hand-Off

- P3.12 The installation of all cabling, components, and supporting infrastructure shall be installed in accordance with the National Electrical Code (NFPA70), the California Building Code (CBC) and the Building Industry Consultants Services International (BICSI) Telecommunications Design Methods Manual (TDMM) and Customer Owned Outside Plant (CO-OSP) manuals and procedures.

- P3.13 Customer circuit handoff location must be at MDF room designated by IUSD. In sites where the MDF rooms is not at MPoE location, Provider must extend connection/handoff to MDF room as described in Part 2. Implementation and Support Requirements.
- P3.14 Provider-to-Customer handoff must be an “optical” multimode (preferred) or single-mode with LC (preferred) or SC connection type. Handoff at OCDE connection (NOC to OCDE) must be LC connection type.
- P3.15 Provider WAN switch (if any), other required equipment, and handoff must be rack mounted to existing 2 post 19” rack provided by IUSD. Provider shall indicate the quantity of rack units required for initial bandwidth requirements, as well as future bandwidth requirements, if different.
- P3.16 Provider WAN switch (if any) must be plugged into existing UPS provided by IUSD.
- P3.17 All fiber optic terminations shall be clearly labeled, with fiber optic cabling routed into rack or enclosure without interference to the remaining cabling. Provider shall install a copper or fiber optic patch cord at the handoff jack location.
- P3.18 Provider to follow the TIA-606-A and BICSI TDMM 12th edition for proper labeling of all other hardware used throughout the telecommunications system.
- P3.19 All Patch/cross-connect cords that originate from the rear portion of the rack or enclosure (i.e. router connections) are to be clearly labeled with a tag stating the originating device and port, if the device has multiple ports. This tag must be 5” ±1” from the end of the patch/cross-connect cord and be able to be seen.
- P3.20 The Provider will be responsible for acquiring all permits, fees, inspections, and construction administrative requirements. A copy of the permit application shall be provided to the District prior to submission. A copy of the approved permit shall be provided to the District upon issuance.
- P3.21 The Provider shall use existing easements and existing pathway, where possible. The Provider shall investigate installation in sufficient advance of installation in order to mitigate any pathway blockage or logistical needs. The cabling shall be OSP rated and provided with HDPE OSP rated innerduct for protection.
- P3.22 If the Provider chooses to use a different easement, Provider must indicate and request with shop drawings for approval and bear all costs to bring suggested easement into compliance.
- P3.23 The cabling shall be protected with properly rated innerduct and labeled. The Provider shall be responsible for installing the properly rated sheath. This should be indoor/outdoor, or include a transition splice if the demarcation point requires more than fifty (50) feet of cabling from the entrance facility.
- P3.24 The Provider shall coordinate with the owners of any currently installed service cabling for de-installation and reinstallation, if a vacant conduit pathway is not accessible. The disconnect and backpull shall be coordinated and occur at a time when the outage is not inconvenient to the site staff. This time will be identified on the implementation plan and must be approved by the District staff.
- P3.25 The Provider shall indicate to the District any suspected locations of asbestos during the pre-installation survey. The AHERA report will be provided to the bidders, upon request.

- P3.26 The Provider shall provide documentation of cabling installation and existing conduit utilized. This may be in the form of redline documentation. The documentation shall also include the rack placement, and the rack occupancy location.
- P3.27 Provider shall follow industry-standard equipment, installation, documentation and service standards. Minimally, Provider shall certify adherence to/compliance with standards outlined in Section 7. Document/Requirements References and Section 8. District Rules and General Terms.

Part 4: Price

Providers must complete the Pricing Form (Appendix C). The scope of this project includes the provisioning of a high-speed network service to all of the District's sites. All costs, including anticipated taxes and surcharges must be accounted for. All permits and all costs over the course of the contract shall be amortized over the cumulative pricing. Providers must provide a narrative explanation of their pricing proposal.

- P4.1 Complete Appendix C: Pricing Form.
- P4.2 Provide a narrative explanation of the pricing proposal. 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.
- P4.3 Confirm that all costs, including installation, required equipment, services, taxes, surcharges and any other anticipated costs to the District have been included on the completed Appendix C: Pricing Form. Taxes may be listed as an approximate percentage where appropriate. Costs not identified by the Provider shall be borne by the Provider and will not alter the requirements identified in this solicitation.
- P4.4 Providers may assume a five (5) year term for services for existing sites. However, during that term the District may request a service upgrade (e.g., 1 Gbps to 10 Gbps). Confirm that there are no additional costs to upgrade a site during the term of the agreement beyond the difference in monthly costs presented on the Pricing Form.
- P4.5 Sites may be added during the period of performance of this project. All new installations made during the term of the agreement shall terminate, at no additional cost to the District, upon expiration or termination of this agreement.
- P4.6 There shall be no termination charges for closed or relocated sites as defined in Section 5, Part 2.
- P4.7 The Service Provider must accept payment from the USAC Schools and Libraries Division (SLD) for the eligible percentage of services provided, as identified on the Funding Commitment Decision Letter (FCDL). The District will pay the portion identified as the "Undiscounted Portion". The billing will be identified annually on this multi-year contract, with the funded year beginning on July 1st and ending on June 30th of the following year.
- P4.8 The Provider is to ensure discounts are identified on bill. No BEAR forms will be allowed.
- P4.9 Billing for each connection will only begin after the circuit is tested and accepted by the District.

Part 5: Exceptions

Describe any exceptions to the RFP content, general expectations, specific requirements, and/or the District's standard agreement. For each exception, propose acceptable alternative language and/or provide rationale to support the exception. Exceptions 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.

Part 6: Required Forms (Appendix B)

All required forms must be submitted as part of the Providers complete proposal on or before the Proposal Deadline specified in the calendar of events. Required Forms are included in Appendix B of this document and listed below.

- Proposal Submission Checklist
- Purchase Agreement
- Acknowledgment of Amendments to RFP
- Provider Representation and Certification
- Noncollusion Declaration
- Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification on Restrictions on Lobbying
- Piggyback Clause

Part 7: Pricing Form (Appendix C)

Complete the Pricing Form in Appendix C and insert into Response as Part 7.

Part 8. Required Supplementary Materials

All required forms must be submitted as part of the Provider's complete proposal on or before the Proposal Deadline specified in the calendar of events. Required Supplementary Materials are listed below.

- Copy of C-7 Specialty License
- SPIN Number and Verification (SLD Website)
- Draft Project Plan
- Sample Contract
- Service Level Agreement
- Additional Resources that Support the Proposal

Part 9: Optional Forms (Appendix D)

Optional Forms are not required to be submitted with the Providers proposal. However, Optional Forms listed below must be submitted by the selected Provider within ten (10) days of

the notification of the District's Intent to Award. Optional Forms are included in Appendix D of this document and listed below.

- Workers' Compensation Certificate
- Drug Free Workplace Certification
- Tobacco Use Policy
- Notice to Contractors Regarding Criminal Records Check
- Criminal Records Check Certification by Contractor
- W-9
- Certificate of Liability Insurance, including an Additional Insured Endorsement

6. Project Details

6.1 Connection to Internet Service Provider

The connection for ISP services for the District originates from Orange County Department of Education (OCDE). The scope of work includes providing connection services from OCDE to the District NOC.

6.2 Connection Requirements By Site Type

- 6.2.1 From OCDE to District NOC 10 Gbps initial/40-100 Gbps future
- 6.2.2 From District NOC to Elementary Schools 1 Gbps initial / 10 Gbps future
- 6.2.3 From District NOC to K-8 Schools 1 Gbps initial / 10 Gbps future
- 6.2.4 From District NOC to Middle Schools 1 Gbps initial / 10 Gbps future
- 6.2.5 From District NOC to High Schools 1 Gbps initial / 10 Gbps future
- 6.2.6 From District NOC to Auxillary sites 1 Gbps initial/ 10 Gbps future
- 6.2.7 From District NOC to District Office 10 Gbps initial/ 40 Gbps future

6.3 Schools and Sites

- 6.3.1 Existing Elementary Sites
 - A. Alderwood Elementary (K-6); 2005 Knollcrest, Irvine, CA 92603
 - B. Bonita Canyon Elementary (K-6); 1 Sundance Drive, Irvine, CA 92603
 - C. Brywood Elementary (K-6); 1 Westwood, Irvine, CA 92620
 - D. Canyon View Elementary (K-6); 12025 Yale Court, Irvine, CA 92620
 - E. College Park Elementary (K-6); 3700 Chaparral, Irvine, CA 92606
 - F. Culverdale Elementary (K-6); 2 Paseo Westpark, Irvine, CA 92614
 - G. Cypress Village Elementary (K-6); 355 Rush Lily, Irvine, CA 92618
 - H. Deerfield Elementary (K-6); 2 Deerfield Avenue, Irvine, CA 92604
 - I. Eastshore Elementary (K-6); 155 Eastshore, Irvine, CA 92604
 - J. Eastwood Elementary (K-6); 99 Meander, Irvine, CA 92620
 - K. Greentree Elementary (K-6); 4200 Manzanita, Irvine, CA 92604
 - L. Meadow Park Elementary (K-6); 50 Blue Lake South, Irvine, CA 92614
 - M. Northwood Elementary (K-6); 28 Carson, Irvine, CA 92620
 - N. Oak Creek Elementary (K-6); 1 Dove Creek, Irvine, CA 92618
 - O. Portola Springs Elementary (K-6); 12100 Portola Springs, Irvine, CA 92618
 - P. Santiago Hills Elementary (K-6); 29 Christamon West, Irvine, CA 92620
 - Q. Springbrook Elementary (K-6); 655 Springbrook North, Irvine, CA 92614
 - R. Stone Creek Elementary (K-6); 2 Stone Creek, Irvine, CA 92604

- S. Stonegate Elementary (K-6); 100 Honors, Irvine, CA 92620
 - T. Turtle Rock Elementary (K-6); 5151 Amalfi Drive, Irvine, CA 92603
 - U. University Park Elementary (K-6); 4572 Sandburg Way, Irvine. CA 92612
 - V. Westpark Elementary (K-6); 25 San Carlo, Irvine, CA 92614
 - W. Woodbury Elementary (K-6); 125 Great Lawn, Irvine, CA 92620
- 6.3.2 Existing K-8 Sites
- X. Beacon Park School (K-8); 200 Cultivate, Irvine, CA 92618
 - Y. Plaza Vista School (K-8); 670 Paseo Westpark, Irvine, CA 92606
 - Z. Vista Verde School (K-8); 6 Federation Way, CA 92603
- 6.3.3 Existing Middle School Sites
- AA. Jeffrey Trail Middle; 155 Visions, Irvine, CA 92620
 - BB. Lakeside Middle; 3 Lemongrass, Irvine, CA 92604
 - CC. Rancho San Joaquin Middle; 4861 Michelson Drive, Irvine, CA 92612
 - DD. Sierra Vista Middle; 2 Liberty, Irvine, CA 92620
 - EE. South Lake Middle; 655 West Yale Loop, Irvine, CA 92614
 - FF. Venado Middle; 4 Deerfield Avenue, Irvine, CA 92604
- 6.3.4 Existing High Schools
- GG. Creekside High; 3387 Barranca Parkway, Irvine, CA 92606
 - HH. Irvine High; 4321 Walnut Avenue, Irvine, CA 92604
 - II. Northwood High; 4515 Portola Parkway, Irvine, CA 92620
 - JJ. Portola High; 1001 Cadence, Irvine, CA 92618
 - KK. University High; 4771 Campus Drive, Irvine, CA 92612
 - LL. Woodbridge High; 2 Meadowbrook, Irvine, CA 92604
- 6.3.5 Existing Other Sites
- MM. District Office; 5050 Barranca Parkway, Irvine, CA 92604
 - NN. Early Childhood Learning Center; 1 Smoketree, Irvine, CA 92604
 - OO. Legacy Creekside; 311 West Yale Loop, Irvine, CA 92604
 - PP. El Camino Real (Interim Elementary Site) 4782 Karen Ann Lane, Irvine, CA 92604
 - QQ. Network Operations Center (NOC)/Maintenance & Operations; 100 Nightmist, Irvine, CA 92618
- 6.3.6 Planned Sites – All dates subject to change based on enrollment, new school funding and/or school construction timeline changes.
- RR. Cadence Park School (K-8); Opening August 2018; 750 Benchmark, Irvine, CA 92618.

- SS. Future PA6N Site (K-6); Opening August 2019; 500 Tomato Springs, Irvine, CA 92618. [Lot 1 of Tract 18041].
- TT. Future Heritage Fields Site 3 (K-8); Opening August 2020; Address TBD in District 5 of Heritage Fields Community.
- UU. Future Los Olivos Site (K-6); Opening August 2021; Address TBD in Los Olivos Community.

6.4 Site Location Map

The Provider shall access the existing site location map from the link on the District web site: <https://iusd.org/schools>. Planned site school maps will be made available when location has been finalized.

7. Document/Requirements References

7.1 General Information

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

7.2 Infrastructure References

- 7.2.1 7BICSI TDMM – Telecommunications Distribution Methods Manual, latest version in publication
- 7.2.2 BICSI TCIM – Telecommunications Cabling Installation Manual, latest version in publication
- 7.2.3 National Electrical Code, latest version in publication
- 7.2.4 ANSI/TIA-568-x, Horizontal Cabling Standard”
- 7.2.5 ANSI/TIA-569-x ”Pathway and Spaces”
- 7.2.6 ANSI/TIA-606-xx “The Administrative Standard for the Telecommunications Infrastructure of Commercial Buildings”.
- 7.2.7 California State Building Code (current version).
- 7.2.8 Local Building Codes (current version).
- 7.2.9 California State Fire Prevention Commission Regulations.
- 7.2.10 Uniform Building Code.
- 7.2.11 Specified Product’s Manufacturer’s recommended installation and user guides.

8. District Rules and General Terms

8.1 Rules and Regulations

The following rules and regulations must be followed by every contractor/Provider doing business with Irvine Unified School District. Failure to comply may result in the removal of you and/or members of your crew from the job, and possible back charges for our direct costs.

- 8.1.1 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.
- 8.1.2 All of the City of Irvine's laws relating to hours and noise of construction work must be followed. If you want to work other than, 7:00 am - 6:00pm or dusk (whichever is earlier) Monday through Friday, or 9:00am - 5:00pm Saturday, you must get a waiver from the City.
- 8.1.3 Anyone not directly involved in the scope of work shall not be on the job site, or IUSD property. Provider assumes full responsibility for all parties on the site who are there as a result of their direct or indirect involvement with the Provider.
- 8.1.4 No music, i.e. radios, cassettes, CD's, iPods, headphones, or other electronic or acoustical device, etc.
- 8.1.5 No pets are allowed on District property.
- 8.1.6 Fraternization or other contact with students is strictly forbidden.
- 8.1.7 Any Provider working on a site where students are present must supply the District with certification that all employees on the project have been finger printed and approved per state law.
- 8.1.8 The Provider shall supply prior to the start of work Certificate of Insurance coverages, as outlined in Part 9. Optional Forms (Appendix D).
- 8.1.9 Provider is required to collect, haul and dispose of all debris, trash and spoilage associated to this project. Keep all items secured and maintained in a safe manner until properly disposed of.
- 8.1.10 Care must be taken to minimize damage to the surrounding work environment. All areas affected by the project 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.
- 8.1.11 IUSD has a **Zero Tolerance Policy** that will be enforced towards Negative or Questionable Conduct or behavior.
- 8.1.12 While on the District's property and/or project area there will be **No Fraternizing** by the Provider's workforce with anyone outside the project's construction forces.
- 8.1.13 Professional and Neat Appearance of workforce shall be maintained at all times. No offensive, suggestive, or inappropriate attire will be permitted.

- 8.1.14 Use of foul, slanderous, offensive, discourteous or disrespectful language WILL NOT be tolerated.
- 8.1.15 **“Cruising” or “Loitering” on IUSD property or job site is not permitted** at any time. Employees or associates of the Provider when not engaged in official activities as directed by their employer shall leave IUSD’s property until the next Work Call.
- 8.1.16 Provider 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.
- 8.1.17 Provider will remove and replace all furniture and equipment as required. The Provider will make liaison with the appropriate designated representative on relocation of any equipment. Note: the greatest care is to be taken in all cases where dealing with IUSD equipment. Any damage is at the Provider’s expense. Provider must notify IUSD two (2) days in advance when personal items must be removed or may be affected by the Provider.
- 8.1.18 Provider shall maintain the project area in the highest state of safety and cleanliness. During the work shift the areas will be kept orderly and not allowed to become cluttered or in a state where safety is compromised. At the end of each shift the Provider shall ensure that all project equipment, material and debris is properly stowed and secured, or picked up and disposed of as appropriate.
- 8.1.19 Provider shall indemnify and hold harmless the District, its Board of Trustees, officers, agents, and employees from all actions, claims or demands arising from its work under the Agreement and any all resulting loss, damages, costs or attorney’s fees.
- 8.1.20 Provider, when required by law, and at the request of the District, shall pay prevailing wages.
- 8.1.21 Based on the installation plan supplied to the District for a particular site or sites, the District may require the Provider to obtain a payment bond, a performance bond, or both.

8.2 Termination

- 8.2.1 Termination for Cause: District may terminate the contract resulting from this agreement for a material breach that is not remedied within thirty (30) days of written notice to the Provider by the District.
- 8.2.2 Non-Funding for E-Rate: The District’s obligation to procure services provided under this contract are contingent upon Irvine Unified School District receiving a fully-funded E-rate Funding Commitment Decision Letter (FCDL) for each year of eligible services, being able to fully participate in the CTF program and that it is in the best interest of the District. 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 E-rate money discounts are denied, reduced, or discontinued, or if the CTF discounts are denied, reduced, or discontinued or if it is not in the best interest of the District.

- 8.2.3 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.

Appendix A: District Standard Agreement

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into this **XX** day of **XXXX**, **20XX** 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 **describe services here** hereinafter referred to as “Services”.

2. Term. CONTRACTOR shall commence providing Services under this AGREEMENT on **month day, 20XX**, and will diligently perform as required and complete performance by **month day, 20XX**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for Services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **amount in words Dollars (\$XXXXX.00)**. DISTRICT shall pay CONTRACTOR within thirty (30) days of receipt of CONSULTANT’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, except as follows: **add exceptions here, if any.**

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 submitted by CONTRACTOR to the DISTRICT (hereinafter referred to as "Content") 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. 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.

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 uncopyrighted 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 General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage.

(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

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.

13. 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.

14. 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.

15. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto 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.

16. 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.

17. 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.

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

District:
Irvine Unified School District
5050 Barranca Parkway
Irvine, CA 92604
Attn: Asst. Superintendent, Business Services

Contractor:
Company Name
Street Address
City, State, Zip
Attn:

19. 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.

20. 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.

21. 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.

22. Counterparts. This AGREEMENT may be signed and delivered in two 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.

23. 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.

24. 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.

25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

This AGREEMENT is entered into this XX day of XXXX, 20XX.

IRVINE UNIFIED SCHOOL DISTRICT

CONTRACTOR

By: _____

By: _____

Name: John Fogarty
Title: Asst. Superintendent, Business Services
(a Board Authorized IUSD rep. will sign for IUSD)

Name:
Title:

IUSD Board Approved:

Taxpayer Identification Number

*** Criminal Record Check (Fingerprint) may be applicable.**

Appendix B: Required Forms

PROPOSAL SUBMISSION CHECKLIST

- Cover Page: Company Name, Contact Information
- Part 1: Vendor Experience and Ability to Perform
- Part 2: Implementation and Support Plan
- Part 3: Proposed Network Architecture
- Part 4: Price
- Part 5: Exceptions
- Part 6: Required Forms (Appendix B)
 - Proposal Submission Checklist
 - Completed Pricing Menu (Cost Response)
 - Purchase Agreement
 - Acknowledgment of Amendments to RFP
 - Provider Representation and Certification
 - Noncollusion Declaration
 - Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
 - Certification on Restrictions on Lobbying
 - Piggyback Clause
- Part 7: Pricing Form (Appendix C)
- Part 8: Required Supplementary Materials
 - Copy of C-7 Specialty License
 - SPIN Number and Verification (SLD Website)
 - Draft Project Plan
 - Sample Contract
 - Service Level Agreement
 - Additional Resources that Support the Proposal
- Part 9: Optional Forms (Appendix D) - *Required of Selected Provider within ten (10) days of Notice of Intent to Award*
 - Workers' Compensation Certificate
 - Drug Free Workplace Certification
 - Tobacco Use Policy
 - Notice to Contractors Regarding Criminal Records Check
 - Criminal Records Check Certification by Contractor
 - W-9
 - Certificate of Liability Insurance, including an Additional Insured Endorsement

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.

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)

IF CORPORATION, execute here:
The undersigned certify that they sign this purchase agreement with full and proper authorization so to do.

Corporate Name

Signed _____ Title _____

Signed _____ Title _____

Incorporated under the laws of the State of _____

ACKNOWLEDGEMENT OF AMENDMENTS TO RFP

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

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

Amendments

Amendment No.	Date Published	Date Received

By: Signature of Authorized Agent Date: _____

Name and Title of Authorized Agent: _____

Name of Provider: _____

PROVIDER REPRESENTATION AND CERTIFICATION

The undersigned hereby acknowledges and affirms that:

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

I hereby certify that I am submitting the attached Proposal on behalf of [Specific Entity Submitting Proposal].

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

Provider Name: _____

Address: _____

Telephone: _____

FAX: _____

E-Mail: _____

By: _____ Date: _____

Manual signature of Authorized Agent

Printed Name and Title of Authorized Agent:

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

NONCOLLUSION DECLARATION

TO BE EXECUTED BY PROVIDER AND SUBMITTED WITH PROPOSAL
(Public Contract Code section 7106) The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal.

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

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

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

Signature

Print Name

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

The _____ Firm Name/Principal

Certifies to the best of its knowledge and belief that it and its principals:

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.

THE PRIMARY PARTICIPANT _____

Firm Name/Principal

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf (name of offeror) of _____ that: (Firm name)

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.

Executed this _____ day of _____, 2015

By _____
(Signature of authorized official)

(Title of authorized official)

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 bid for the term specified by the Irvine Unified School District.

OPTION GRANTED:

OPTION NOT GRANTED:

By: _____ Date: _____
Manual signature of Authorized Agent

Printed Name and Title of Authorized Agent: _____

Appendix C. Pricing Form

Provider shall identify the equipment that will be included in the pricing. Pricing shall include warranty services, and all applicable taxes and fees. The Provider shall identify if any services or parameters identified in this document require an additional fee, such as VLAN routing, etc.

ITEM	BAND-WIDTH	CONNECTION TERMINATIONS	SERVICE FEE	TAXES	TOTAL MONTHLY COST	EQUIPMENT PROVIDED
1	10 Gbps	OCDE TO IUSD NOC				
2	40 Gbps	OCDE TO IUSD NOC				
3	100 Gbps	OCDE TO IUSD NOC				
4	10 Gbps	NOC to DO				
5	40 Gbps	NOC to DO				
6	1 Gbps	NOC TO LEGACY CREEKSIDE				
7	10 Gbps	NOC TO LEGACY CREEKSIDE				
8	1 Gbps	NOC TO EARLY CHILDHOOD LEARNING CENTER				
9	10 Gbps	NOC TO EARLY CHILDHOOD LEARNING CENTER				
10	1 Gbps	NOC TO EL CAMINO REAL ES				
11	10 Gbps	NOC TO EL CAMINO REAL ES				
12	1 Gbps	NOC TO ALDERWOOD ES				
13	10 Gbps	NOC TO ALDERWOOD ES				
14	1 Gbps	NOC TO BONITA CANYON ES				
15	10 Gbps	NOC TO BONITA CANYON ES				

ITEM	BAND-WIDTH	CONNECTION TERMINATIONS	SERVICE FEE	TAXES	TOTAL MONTHLY COST	EQUIPMENT PROVIDED
16	1 Gbps	NOC TO BRYWOOD ES				
17	10 Gbps	NOC TO BRYWOOD ES				
18	1 Gbps	NOC TO CANYON VIEW ES				
19	10 Gbps	NOC TO CANYON VIEW ES				
20	1 Gbps	NOC TO COLLEGE PARK ES				
21	10 Gbps	NOC TO COLLEGE PARK ES				
22	1 Gbps	NOC TO CULVERDALE ES				
23	10 Gbps	NOC TO CULVERDALE ES				
24	1 Gbps	NOC TO CYPRESS VILLAGE ES				
25	10 Gbps	NOC TO CYPRESS VILLAGE ES				
26	1 Gbps	NOC TO DEERFIELD ES				
27	10 Gbps	NOC TO DEERFIELD ES				
28	1 Gbps	NOC TO EASTSHORE ES				
29	10 Gbps	NOC TO EASTSHORE ES				
30	1 Gbps	NOC TO EASTWOOD ES				
31	10 Gbps	NOC TO EASTWOOD ES				
32	1 Gbps	NOC TO GREENTREE ES				
33	10 Gbps	NOC TO GREENTREE ES				
34	1 Gbps	NOC TO MEADOW PARK ES				

ITEM	BAND-WIDTH	CONNECTION TERMINATIONS	SERVICE FEE	TAXES	TOTAL MONTHLY COST	EQUIPMENT PROVIDED
35	10 Gbps	NOC TO MEADOW PARK ES				
36	1 Gbps	NOC TO NORTHWOOD ES				
37	10 Gbps	NOC TO NORTHWOOD ES				
38	1 Gbps	NOC TO OAK CREEK ES				
39	10 Gbps	NOC TO OAK CREEK ES				
40	1 Gbps	NOC TO PORTOLA SPRINGS ES				
41	10 Gbps	NOC TO PORTOLA SPRINGS ES				
42	1 Gbps	NOC TO SANTIAGO HILLS ES				
43	10 Gbps	NOC TO SANTIAGO HILLS ES				
44	1 Gbps	NOC TO SPRINGBOOK ES				
45	10 Gbps	NOC TO SPRINGBOOK ES				
46	1 Gbps	NOC TO STONE CREEK ES				
47	10 Gbps	NOC TO STONE CREEK ES				
48	1 Gbps	NOC TO STONEGATE ES				
49	10 Gbps	NOC TO STONEGATE ES				
50	1 Gbps	NOC TO TURTLE ROCK ES				
51	10 Gbps	NOC TO TURTLE ROCK ES				
52	1 Gbps	NOC TO UNIVERSITY PARK ES				

ITEM	BAND-WIDTH	CONNECTION TERMINATIONS	SERVICE FEE	TAXES	TOTAL MONTHLY COST	EQUIPMENT PROVIDED
53	10 Gbps	NOC TO UNIVERSITY PARK ES				
54	1 Gbps	NOC TO WESTPARK ES				
55	10 Gbps	NOC TO WESTPARK ES				
56	1 Gbps	NOC TO WOODBURY ES				
57	10 Gbps	NOC TO WOODBURY ES				
58	1 Gbps	NOC TO BEACON PARK K-8				
59	10 Gbps	NOC TO BEACON PARK K-8				
60	1 Gbps	NOC TO PLAZA VISTA K-8				
61	10 Gbps	NOC TO PLAZA VISTA K-8				
62	1 Gbps	NOC TO VISTA VERDE K-8				
63	10 Gbps	NOC TO VISTA VERDE K-8				
64	1 Gbps	NOC TO JEFFREY TRAIL MS				
65	10 Gbps	NOC TO JEFFREY TRAIL MS				
66	1 Gbps	NOC TO LAKESIDE MS				
67	10 Gbps	NOC TO LAKESIDE MS				
68	1 Gbps	NOC TO RANCHO SAN JOAQUIN MS				
69	10 Gbps	NOC TO RANCHO SAN JOAQUIN MS				
70	1 Gbps	NOC TO SIERRA VISTA MS				

ITEM	BAND-WIDTH	CONNECTION TERMINATIONS	SERVICE FEE	TAXES	TOTAL MONTHLY COST	EQUIPMENT PROVIDED
71	10 Gbps	NOC TO SIERRA VISTA MS				
72	1 Gbps	NOC TO SOUTH LAKE MS				
73	10 Gbps	NOC TO SOUTH LAKE MS				
74	1 Gbps	NOC TO VENADO MS				
75	10 Gbps	NOC TO VENADO MS				
76	1 Gbps	NOC TO CREEKSIDE HS				
77	10 Gbps	NOC TO CREEKSIDE HS				
78	1 Gbps	NOC TO IRVINE HS				
79	10 Gbps	NOC TO IRVINE HS				
80	1 Gbps	NOC TO NORTHWOOD HS				
81	10 Gbps	NOC TO NORTHWOOD HS				
82	1 Gbps	NOC TO PORTOLA HS				
83	10 Gbps	NOC TO PORTOLA HS				
84	1 Gbps	NOC TO UNIVERSITY HS				
85	10 Gbps	NOC TO UNIVERSITY HS				
86	1 Gbps	NOC TO WOODBRIDGE HS				
87	10 Gbps	NOC TO WOODBRIDGE HS				
88	1 Gbps	NOC TO CADENCE PARK K-8*				
89	10 Gbps	NOC TO CADENCE PARK K-8*				

ITEM	BAND-WIDTH	CONNECTION TERMINATIONS	SERVICE FEE	TAXES	TOTAL MONTHLY COST	EQUIPMENT PROVIDED
90	1 Gbps	NOC TO PA6N ES*				
91	10 Gbps	NOC TO PA6N ES*				
92	1 Gbps	NOC TO FUTURE HERITAGE FIELDS K-8*				
93	10 Gbps	NOC TO FUTURE HERITAGE FIELDS K-8*				
94	1 Gbps	NOC TO FUTURE LOS OLIVOS ES*				
95	10 Gbps	NOC TO FUTURE LOS OLIVOS ES*				

*Indicates planned school site based on enrollment growth. Anticipated school opening dates are included in Section 6.3.

Appendix D: Optional Forms

Required only of selected Provider within ten (10) days of notification of Intent to Award.

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.

Name of the Contractor

Signature

Print Name

Title

Date

(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 contractor 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.

Name of Contractor

Signature Date

Print Name

Title

TOBACCO USE POLICY

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. 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.

Name of Provider

Signature

Date

NOTICE TO CONTRACTORS 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 contractor 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 CONTRACTOR

(AB 1610, 1612 and 2102)

To the Board of Trustees of Irvine Unified School DISTRICT:

I, _____ certify that:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors 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)

Signature

Typed or printed name

Title

Address

Telephone

W-9

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

Certificates of Liability Insurance Samples

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 LTR	ADD'L INSRD	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 STATUTORY LIMITS <input type="checkbox"/> OTHER 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



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

Revised: September 2016