

**Request for Proposal  
Internal Connections for  
Delano Joint Union High School District  
E-Rate Year 28**

**PROJECT NAME:**

**DJUHSD Cat 2 WAN Project**

**470**

**Bid Timeline – December 23, 2024 – January 22, 2025**

**Public Bid Opening**

**Wednesday January 22, 2025**

**10:00 a.m.**

**1720 Norwalk St.**

**Delano, Ca. 93215**

**W1 Conference Room**

**1. INTRODUCTION**

Delano Joint Union High School District (herein referred to as “the district”) is seeking WAN Electronic Equipment; internal connections project for the Delano Joint Union High School District. The purpose of this Request for Proposal (RFP) is to solicit bid proposals from qualified and reputable providers. Since the District will apply for funding through the Federal Universal Service Fund (E-Rate), it will procure all eligible services under the established guidelines of this program. Therefore, vendors participating in this RFP should familiarize themselves with the terms and conditions of the E-Rate program. All vendors should have a valid Service Provider Identification Number (SPIN) and be listed with the SLD.

**2.2 BID RESPONSE FORMAT**

The district requires each bid in the format provided. Printed proposals are to be delivered to the above address. All bid pricing will be good for the term of the e-rate process (January 22, 2025 - June 30, 2026). The district is looking for pre-approved multi-year contracts – such as CMAS, WSCA, CALNET, CALNET2, CALNET3, CALNET Next Generation, NCPA, US Communities, CAL Save, NUPA, MicroSoft Select Plus Agreement, NASPO, MicroSoft Strategic Alliance (CAMSA), GSA, GSA70, and PEPPM, The Interlocal Purchasing Systems (TIPS) and FOCUS (Fast Open Contracts Utilization Services).. when responding to this bid. All pre-approved contracts should be multiple-year contracts that cover the e-rate funding year (July 1, 2025 – June 30, 2026) and up to June 30, 2027. The district is looking to build on existing Cisco System components already in place at each of the school sites. Non-responsive bids will not be evaluated. Bidders are advised to be careful not to make any changes or mistakes as any material alteration to the form or intent of the RFP shall be, at the sole discretion of the district, grounds for disqualification of the proposal. If there are any questions regarding the intent of a given requirement, we strongly recommend that you request clarification via email; in order to have a written record of the request(s) and answer(s). All questions should be submitted to [rbrisen@djuhdsd.org](mailto:rbrisen@djuhdsd.org). Answers to questions will be emailed to ALL bidders.

**2.3 INSTRUCTIONS AND GENERAL INFORMATION**

**2.3.1 Review of Project Scope of Work**

Before submitting a proposal, the Bidder shall consider the magnitude of the work to be done, and the difficulties involved in its proper execution. The Bidder shall include in any proposal all costs necessary to cover all contingencies essential to the proper maintenance of any system, equipment/hardware, or service

proposed.

The district is seeking vendors to install a turnkey Firewall and WAN backbone equipment solution for DJUHSD. The firewall solution will include installation, configuration, and on-site basic training for the school district's technical team. The winning vendor and the district technical team will test and deploy the firewall on the production network once it is configured to district specifications. The firewall will be configured with 100Gbps ports for the district's new WAN layer 3 equipment.

The vendor will transfer existing policies, NAT configuration, and PAT configuration from the existing district firewall(s) to the new firewall. The vendor will set security policies to include geofencing, intrusion detection/inspection, threat analysis blocking/mitigation, malware detection/blocking, defense against zero-day attacks, known attacks, ransomware attacks, and system attacks. The installing vendor will also set policy configurations for social media, inappropriate adult content filtering, inappropriate service filtering, inappropriate app filtering, etc.

The installing vendor will work with the school district to configure a turnkey firewall solution, including testing to ensure district technology equipment has access to the Internet, email, online Learning Management System (LMS), Zoom, Teams, Webex, YouTube, VoIP solutions, CALPADS, State Online Testing, County Office of Education business services, etc.

The district is looking for a vendor to provide and install WAN layer 3 core switches into an existing Cisco Systems network environment. The district is looking to add new WAN core switches to the district backbone. The WAN layer 3 equipment will be installed at each comprehensive school sites MDF location. The district has a converged network environment encompassing VoIP, data, video, and WiFi. This converged network will need to support infrastructure used for both students and faculty to connect to the district cloud environment. The district will provide vendors (at time of installation) with VLANs, IP addressing scheme for district school. Vendor is asked to work closely with district technical team to come up with a suitable replacement plan/schedule of the existing core networking hardware. The new WAN layer 3 equipment will be documented by vendor in an excel spreadsheet with district purchase order number, product description, manufacture part number, serial number, district asset tag number (tag will be provided by the district), IP address, install location, and configuration documentation of the installed core switch. All documentation will be provided to the district upon completion and signing off project.

DJUHS Internal Connections Project will include four (4) Cisco 9500 Catalyst Layer3 fiber switch or equivalent, one (1) Cisco Catalyst 9300 switch or equivalent and installation/configuration into an existing Cisco Systems switch environment. The installation vendor will provide all necessary materials needed to install this equipment at DJUHSD. The district is looking for an installing vendor to have experience working with Cisco 9500 L3 Switches or equivalent. Vendors will need to integrate the new core switches with existing district Cisco Catalyst switching equipment. Installing vendor will work closely with district technology team to integrate new Cisco Catalyst 9500 WAN equipment or equivalent. Vendors will ensure that new and existing district infrastructure equipment is communicating with Wireless Access Points, servers, district computers, laptops, phones, copiers, printers, can connect to the Internet to support students and teachers in the classroom. Vendor will visit each of the classrooms with district technical staff to ensure phones/laptops/WAPs/etc. are communicating on the district network, receiving IP addresses, connecting to district servers, and have Internet access as part of the sign off process.

The installing vendor must be a Cisco partner or an equivalent, with engineering staff certified by Cisco Systems or an equivalent certification. The vendor must support the installed equipment or be an equivalent certified vendor approved by the district. The installing vendor will provide the school district with 4-hour response technical support, including an escalation phone tree for technical support that includes vendor management staff. The district reserves the right to determine if the equipment is equivalent and meets the district's requirements. The district is looking for vendors to provide and install all equipment listed on this RFP. This is a turn-key project from vendor to school district. **No claims for compensation will be allowed for extra work resulting from ignorance of any existing condition on the part of the Bidder.**

### **2.3.2 The District's Obligation**

Receipt of Quotes/Bids in response to this RFP does not obligate the district in any way. The right to accept or reject any proposal shall be exercised solely by the district. The district shall retain the right to abandon the bid process at any time prior to the actual execution of a contract with a Vendor and the district shall bear no financial or other responsibility in the event of such abandonment. This project is dependent on SLD (e-rate)

funding.

### **2.3.3 Warranty and Service Capabilities**

Quotes will not be accepted from Bidders who cannot provide full warranty and service capabilities in the Kern County Area for each system being bid on. Bidders and/or installing sub-vendor must also provide the on-going warranty services in this contract. Continuity of service during the 1<sup>st</sup> year of installation and troubleshooting is something the district is looking for. Service providers must be in good standings with the SLD and not currently under investigation by the SLD.

### **2.3.4 Authorized Signature**

An individual authorized to legally bind Bidder must sign quotes/proposals.

### **2.3.5 Proposal Validity Period**

The proposal must remain valid until the contract is awarded.

### **2.3.6 The District Is Not Responsible for Preparation Costs**

All costs incurred in the preparation, submission and/or presentation of proposal responding to the RFP, including, but not limited to, the Bidder's travel expenses to attend any pre-proposal conferences, oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the Bidder and will not be reimbursed by the district. As noted above, the district shall not pay for any costs incurred for proposal or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

### **2.3.7 Contract Approval**

As noted above, this RFP does not commit or obligate the District until a mutually agreeable contract is signed and approved by both parties. If approved, the contract becomes effective on the date of the District's approval. The District will not be liable for any work performed, even if done in good faith, before the contract is approved by the district. Exceptions include cases where the District and the contractor/vendor have executed a Letter of Intent authorizing the work, obtained a Funding Commitment Letter from the SLD, and the vendor has received a Purchase Order from the District for 15% of the project costs not covered by E-Rate.

### **2.3.8 Right to Use Ideas**

All **Proposals** (Responses and Quotes) submitted become the property of the district. The district reserves the right to use any ideas presented in any response to the RFP, while respecting proprietary information provided by the Bidder. Selection or rejection of the proposal shall not affect this right.

### **2.3.9 Inclusion of RFP**

The District's Request for Proposal, and the Bidder's response, will be incorporated into the finalized Agreement as Exhibits. Wherever there is variance between the language in Bidder's standard Purchase Agreement and the requirements and commitments stated in the District's RFP and Bidder's response, those requirements and commitments would take precedence over the Bidder's standard Purchase Agreement.

### **2.3.10 Contract Negotiations**

Upon preliminary Vendor selection, contract negotiations shall commence. If the selected Bidder fails to provide the necessary information for negotiations in a timely manner, does not negotiate in good faith, or cannot perform the contract for the project, the district may elect to terminate negotiations, negotiate with another Bidder, file the SLD Form 500 to changed SPN or terminate the entire acquisition process.

## **2.4 CONTRACT INFORMATION / TERMS AND CONDITIONS**

### **2.4.1 Contract Termination**

The district will reserve the right to terminate any contract signed without penalty, due to non-compliance of any products and or services listed in the contract. While the District will provide a 30-day written notice for contract termination, the district reserves the right to grant the vendor a grace period of 30 days to resolve noncompliance issues. Application of this and additional grace periods will be granted at the discretion of the district. The district will not waive its future rights of contract termination should they decide to waive their rights due to any non-compliance issue. Should this funding method cease or decrease, the district may be unable to pay for contracted services. The district reserves the right to terminate all or part of the contract due to non-appropriation of funds.

### **2.4.2 RFP and Quote/BID as Part of the Contract**

The successful Quote/BID, this RFP (specifications & drawings) and any District-generated Amendments to this RFP shall all become an integral part of any Bidder / District contract resulting from this RFP.

### **2.4.3 Funding of the Contract**

A contract or agreement resulting from this RFP is subject to the availability of E-Rate funding appropriations to pay for the services received under the contract.

#### **2.4.4 Payment Procedures for Installation if applicable**

The district will normally pay Net 30 days after receipt of invoice. However, the District will only be paying for approximately 15% of these contracted services, and the rest will be paid in accordance to normal Federal funding guidelines directly by E-Rate.

#### **2.4.5 Warranties**

Bidder must warrant that all project components including associated labor referenced in any Agreement resulting from this RFP shall, under normal use and service, be free from defects and faulty workmanship for a minimum of one (1) year from the date of total Service Acceptance ("Warranty Period").

#### **2.4.6 Standards for Equipment and Materials**

All purchased equipment and materials shall be new. All purchased equipment and materials shall be the latest models and versions of all hardware/software/firmware as approved by the district and shall conform to the highest current applicable industry standards. Defective or damaged equipment and materials shall be replaced or repaired, prior to Service Cutover, in a manner which meets the approval of the district and at no additional cost to the District. During the Warranty Period (after Service Acceptance) and during any subsequent Bidder provided warranty period, Bidder may provide replacement of defective equipment/components with new equipment/components. Such replacement equipment/components shall be of equal or greater performance characteristics, engineering/design levels, and appearance than replaced equipment/components. The integrity of the existing warranty must be maintained.

#### **2.4.7 Delivery and Risk of Loss**

Bidder and its insurers shall bear responsibility for all risk of loss or damage to equipment until such systems are accepted, except to the extent such damage or loss is directly caused by the district. The district shall promptly notify Bidder of any loss or damage and cooperate in the processing of any claims made by Bidder.

#### **2.4.8 Vendor and Business Licenses**

Bidder and all subcontractors are required to hold valid vendor and business licenses that may be required by the State of California and Kern County.

#### **2.4.9 Permits, Ordinances and Regulations**

Any and all fees required by Federal, State, County, Municipal, District and any other applicable laws, codes and/or tariffs that pertain to equipment being supplied or work being performed by the Bidder will be paid by the Bidder. All applicable permits required by law, codes, ordinances, tariffs and/or regulations will be obtained by and paid for by the Bidder, and the Bidder shall give all notices that are required in connection therewith. Bidder shall comply with all applicable licensing requirements, and applicable Federal, State and local laws, regulations, ordinances and codes which are in effect at the time of execution of any contract resulting from this RFP and which place obligations on the Bidder with respect to its performance under any subsequent contractual agreement. No claims for additional payment will be approved for changes required to comply with laws, codes, ordinances, tariffs or regulations in effect on the date of execution of any contracts that result from this RFP.

#### **2.4.10 Work Performance and Standards**

Bidder warrants and represents to the district that the installation of all contracted systems and services shall be completed in a good and workmanlike manner and in accordance with the highest standards of the industry.

#### **2.4.11 Bidder Project Management**

The Delano Joint Union High School District will expect the Project Manager, Supervisor, Superintendent, Foreperson or Lead Person for this project to be responsible for the following:

- a. Capable of making decision or access to his/her proper Company President to obtain answer within the hour to any question the District may raise that might not be covered in this package.
- b. Will develop timeline charts with District Representative on project schedule, materials shipments and any other events that may impact the agreed upon contract completion date.
- c. Co-ordinate any site preparation issues.

- d. Set day and time with District Representative for weekly progress meeting on all phases of project. (Very important if timeline is behind schedule to have exact explanation of cause, effect and solution to bring project back on schedule.)
- e. Contact the District Representative for approval of any deviation in the work schedule agreed upon. Weekends and Holidays will not be scheduled for work. If circumstances dictate the need for a change in this policy, District Representative will be notified 48 hours in advance of work being scheduled to obtain approval.
- f. Be responsible for knowing and enforcing all Districts policies; dealing with all issues or problems that may occur with employees or Sub-Contractor's employees and have the authority to remove individuals from the job site if requested to do so by the District.
- g. Will report to the District Representative any damage resulting from the installation process and immediately set in progress the means of repairing the damage. DAMAGE DOES NOT WAIT TO GET FIXED TILL THE PROJECT IS FINISHED. (Drop ceiling tiles, sprinkler pipe, etc.).
- h. Deliver Vendor's Letter of Completion to District Representative.
- i. Review with the District Representative all test documentation and as built drawings specified.
- j. Do site inspection with District Representative to ensure as built drawings are accurate and project has met or exceeded the Scope of Work, Specifications and contract requirements.
- k. Deliver manufacturer's warranty and review details with District Representative.

#### **2.4.12 Work Schedule**

All work must be coordinated with district office staff, Monday through Friday. Saturday and holiday work is permitted but must be scheduled for access to site. A list of holidays can be provided prior to the project start. Bidder shall be responsible for any required premium time and/or overtime work at no charge beyond the Price provided in Bidder's Quote/BID if such work is required to complete any phase of this project per the contract or agreed upon schedule that results from this RFP.

#### **2.4.13 Contract Changes**

During the course of performing the Work, Bidder may be required to perform additional work within the general scope of the contract. At such time when additional work is required, the district shall forward to Bidder a description of the work to be accomplished and request that a proposal be offered within a given time period. **No additional work shall commence by Bidder without a valid District purchase order, amendment of the original purchase order, or written authorization from the district.**

#### **2.4.14 Workers Compensation Insurance**

The compensation insurance policy shall cover the full liability of the Vendor in accordance with the provisions of the Labor Code of the State of California, and any act or acts amendatory thereof. The Vendor must sign and file with the district a certification of insurance prior to performing any work.

#### **2.4.15 Liability Insurance**

The Vendor shall take out and maintain during the life of the contract public liability and property damage insurance protecting the district, its officers, employees, and agents and the Vendor from claims for personal injury, including accidental death, as well as claims for property damage, which may arise from the operations of the contract. The Vendor's public liability insurance shall be in the amount of not less than **\$1,000,000** single limit and in such form that contractual liability insurance is included. The Vendor shall furnish a Certificate of Insurance naming the district, and other designated entities, as an additional insured and provides that said insurance is not cancelable unless the district has received 30 days written notice of cancellation.

#### **2.4.16 Ownership of Documents**

All designs, drawings, specifications, notes and other work developed in the performance of any contract resulting from this RFP are the sole property of the District and may be used by the District for any purpose without additional compensation to the Bidder.

#### **2.4.17 Staging and Storage**

The district will provide space for the vendor or vendor to store and stage his equipment. Security of said equipment is the responsibility of the vendor.

#### **2.4.18 Conduct and Identification**

The bidder shall not perform work in a manner, which unreasonably impedes the district's business or any

aspect of building construction. Eating or drinking will NOT be allowed in district buildings, SPECIFICALLY OFFICES, OPEN FLOOR AREAS, SERVER ROOM AND TELECOMMUNICATIONS CLOSETS, other than those specifically designated by the district for these activities. Smoking is NOT allowed anywhere on district property. Bidder's employees and subcontractor's will be required to wear, at all times while on the district's property, identification cards acceptable to the district which clearly identify the person by name and company affiliation. Bidder and subcontractor's personnel must also abide by all District security policies and procedures.

#### **2.4.19 Safety**

Bidder shall be solely and completely responsible for the public safety and convenience of all persons and property where work related to this RFP is being performed, during all phases of the work. This requirement shall apply continuously during the term of the contract period and shall not be limited to normal working hours. No act or review by the district or its representatives is intended to include review of the adequacy of Bidder's safety measures in, on or near the district premises.

#### **2.4.20 Clear Away**

Throughout the progress of the work, the Bidder shall keep the working areas free from debris of all types and remove from the premises in a manner reasonably acceptable to the District; all refuse resulting from any work being done by it. At the completion of the work under the contract, the bidder shall leave the premises in a clean and finished condition to the reasonable satisfaction of the district.

#### **2.4.21 Building Damages**

The bidder shall be liable and responsible for any building damage caused by reason of its work. Repairs of any kind required will be made and charged to Bidder. Bidder shall take reasonable precautions to protect the district's property adjacent to the work. No cutting, notching, drilling or altering of any kind shall be done to the district's property by Bidder without first obtaining written permission from the district.

#### **2.4.22 Inspections**

The district and/or its representative shall have the right to inspect contracted work at any time. In the event of questionable work, the district's reasonable decisions with respect to necessary corrective action shall be final. A joint inspection shall be made of the systems or service by the District and Bidder representatives before Acceptance. The inspection shall be of such character and extent as to disclose any unsatisfactory condition of apparatus, equipment or service. Upon discovery and validation of the existence of any unacceptable conditions, Bidder shall act to rectify such conditions as quickly as possible so as not to negatively impact the project implementation schedule. The district shall be notified in writing of the correction of all unacceptable conditions as soon as they are completed. The district reserves the right to re-inspect corrected Work.

#### **2.4.23 Required Payments**

Bidder shall make all payments to its employees, agents and/or subcontractor's in accordance with the applicable requirements of unemployment, old age, prevailing wage, workers compensation, and other insurance and social security provisions of the Federal, State and municipal governments and all other governing bodies, whether enacted at the time or prior to the execution of any Agreement resulting from this RFP or during the progress of the work, and shall assume all liability for the compliance with the requirements thereof, with respect to its employees, agents and/or subcontractor's.

#### **2.4.24 Liens**

Bidder shall indemnify, defend and hold the district, and its equipment and other property, forever free and clear from all liens for labor and material furnished by or on behalf of Bidder.

#### **2.4.25 Force Majeure**

If the Bidder's performance under any contract resulting from this RFP is interfered with by reason of any circumstances beyond their reasonable control, including without limitation, fire, explosion, acts of God; war, revolution, civil commotion, or acts of public enemies; labor disputes or strikes; or shortage of materials; then the Bidder shall be excused from such performance on a day-for-day basis to the extent of such interference (and the District shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such obligations relate to the performance so interfered with); provided that: a) the Bidder shall notify the District in writing within three (3) business days after becoming aware of such an occurrence; b) the District does not notify the Bidder in writing within three (3) business days after receipt of Bidder's written notification of a Force Majeure occurrence that it has determined Bidder's claimed occurrence not to be a legitimate circumstance covered by this section; and c) Bidder uses their best efforts to remove such causes of

nonperformance as quickly as possible. A delay caused by shortage of materials shall not qualify under this section unless the Bidder furnishes to the District documentary proof that the Bidder has made every effort to obtain such materials from all known sources within *the continental United States* in a diligent and timely manner, and further proof in the form of supplementary progress schedules that the inability to obtain such materials when originally planned did in fact cause a delay in the Cutover/Acceptance of the phase effected which could not be compensated for by revising the sequence of the Bidder's operations. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials. Except for any additional compensation provided under any contract resulting from this RFP, Bidder shall have no claim for damage or compensation for any delay or hindrance.

#### **2.4.26 Judicial Process**

Notwithstanding anything to the contrary contained herein, Bidder may not, under any circumstances, proceed after Cutover/Acceptance to take or dispose of any portion of the System or require the District to return any portion of such to Bidder except pursuant to judicial process and may not, under any circumstances, render any portion of the System unusable while still being used by the District, except pursuant to judicial process. In the event that the district notifies Bidder in writing that the District contests or disagrees with a determination by Bidder that the District is in default hereunder, Bidder shall under no circumstances be excused from or cease performance of its obligations hereunder except upon a judicial determination that the District is, in fact, in default hereunder. Bidder hereby acknowledges and agrees that the provisions of this subsection are necessary to prevent the district from suffering severe and irreparable damage in the event that a bona fide dispute arises between Bidder and the District regarding the performance of their respective obligations hereunder and Bidder, despite the bona fide nature of such dispute, chooses to take any actions prohibited by the provisions of this subsection.

#### **2.4.27 Termination for Default**

If Bidder fails to deliver, install, and implement Services contracted for in accordance with the description thereof set forth in any Agreement resulting from this RFP, within the time limits specified in said Agreement, or pursuant to any other parts of said Agreement that provide for termination or define a default, the District may, upon ten (10) calendar days' written notice to Bidder specifying the default, terminate this Agreement or, at the District's option, such portion of this Agreement as to which there has been default. If Bidder corrects the default and provides the district a written confirmation describing how the default was corrected, within such 10-calendar-day period, and the district reasonably agrees in writing that the default has been corrected, this Agreement shall continue as if the termination notice had not been given. In the event of activation of this Section, the District, at its sole discretion, may require Bidder to transfer title and deliver to the district any completed elements of the Services, any partially completed elements of the Services, and any materials, equipment, plans, drawings, information, and contract rights as Bidder has specifically produced or specifically acquired for the performance hereof. Payment for completed Service elements delivered to and accepted by the district shall be at contract price. In the event of termination for cause, Bidder shall assist and cooperate with the district in effecting such termination in an orderly fashion in order to minimize disruption to the district's business and to minimize the cost of discontinuing implementation of the Services.

#### **2.4.28 Assignment**

No contract resulting from this RFP may be assigned by the Bidder without the prior written consent of the district.

#### **2.4.29 Hold Harmless Clause**

Vendor agrees to hold harmless and indemnify the District, its officers and employees from and against any and all claims, loss, liability, damage, and expense arising from the negligent, or claimed negligent, performance of any contract arising from this RFP process by Vendor, including claims, loss, liability, damage, and expense caused or claimed to be caused by passive negligence of the District, its officers or employees. The vendor agrees to defend the district, its officers or employees against any such claims. This provision does not apply to claims, loss, liability, damage, or expense arising from the sole negligence, willful misconduct, or active negligence of the district.

#### **2.4.30 Severability**

In the event of invalidation of any portion of any Agreement resulting from this RFP, Bidder and the District agree that such invalidity shall not affect the validity of the remaining portion of said Agreement. Bidder and the District agree to substitute for the invalid portion a valid provision that most closely approximates the

economic effect and intent of the invalid provision.

#### **2.4.31 Conflicts in Terms (Precedence)**

If conflict arises from the RFP, Vendor proposal, or any Agreement resulting there from, the District shall be entitled to unilaterally remedy the conflict in its own best interests, as follows: Wherever there is variance between the language in Bidder's standard Agreement and the requirements and commitments stated in this RFP and Bidder's RFP response, those requirements and commitments will take precedence over language of Bidder's standard Purchase Agreement. Whenever there is a variance between the language in the final negotiated Agreement and other documents including the RFP, the final agreement takes precedence.

#### **2.4.32 Notices**

All notices which either party to any contract resulting from this RFP is required or may desire to give the other party hereunder shall be deemed given upon receipt thereof when in writing sent by certified or registered mail, return receipt requested, postage prepaid, by telegram or facsimile, or by hand delivery with receipt acknowledged. All such notices to the district shall be as set forth in the contract between the parties or such other address as either party may specify from time to time by written notice delivered in accordance herewith. Any notice given pursuant to this Section shall be effective three (3) days after the day it is mailed, upon receipt as evidenced by the U.S. Postal Service return receipt card, or by written acknowledgement of hand delivery, whichever is earlier. The inability to deliver because of a changed address of which no notice was given, or the rejection or other refusal to accept any notice, demand or other communication, shall be deemed to be the receipt of the notice, demand or other communication as of the date of such inability to deliver or the rejection or refusal to accept.

#### **2.4.33 Additional Terms and Conditions**

The district reserves the right to determine, formulate and include additional terms and conditions during final contract negotiations with the selected Vendor. These terms and conditions shall be within the general scope of the RFP.

#### **2.4.34 Governing Law**

The formation, interpretation and performance of any Agreement resulting from this RFP shall be governed by the laws of the State of California, provided that no provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties. Both parties agree to submit to binding arbitration as to any and all disputes arising out of the execution of this agreement subject to the rules of the American Arbitration Association and the laws and regulations of the State of California.

#### **2.4.35 Governing Regulations**

All work and materials shall be in full accord with the requirements of all public safety and building codes, the State Fire Marshal, the National Electric Code and other applicable state laws or regulations. Nothing in the plans or specifications shall be construed to permit work not conforming to these codes and orders.

### **2.5 COST SUMMARY**

#### **2.5.1 Cost to Purchase Service(s)**

The vendor is requested to separately identify all items and associated costs required to satisfy the initial service configuration. The vendor shall submit an itemized, detailed pricing schedule and total service price (inclusive of all fees, shipping and taxes) for all elements of the proposed Network or Video or Telephony or Electronic Equipment or Server or Cable Plant services specified in this RFP. Supporting hardware, software, maintenance, documentation, and other services should also be included.

#### **2.5.2 Schedule of Prices**

The vendor shall submit an itemized pricing schedule for any proposed services, system hardware, and ancillary elements, which shall represent guaranteed pricing for a period of not less than 6 months following the final installation date. This will not, however, preclude the district from taking advantage of any promotional pricing made available by the vendor during that 6-month period which would result in further cost savings for the district. The district reserves the right to increase or decrease the equipment order at their discretion. The vendor must guarantee their unit pricing regardless of these adjustments.

#### **2.5.3 Upgrades and Maintenance Prices**

The vendor shall submit an itemized pricing schedule for each proposed maintenance alternative, inclusive of preventative maintenance, contract-basis and/or on-call maintenance. The algorithm (i.e., dollars/month/instrument, dollars/hour, etc.) for each type of maintenance should be clearly identified so that



the district will be able to project yearly maintenance costs over a minimum of three years following the installation. The vendor must identify whether or not maintenance alternatives will include subcontractor's and provide information regarding possible subcontractor's in their bid response. The purpose of this proposal is to have the vendor deliver and install electronic equipment; also provide maintenance in compliance to the e-rate program: Basic Maintenance to maintain e-rate eligible equipment during the year.

## 2.6 COSTS FOR PROPOSAL RESPONSE PREPARATION

Any costs associated with the preparation of the response to this bid shall be borne by the responding vendor. The district will not accept any charges for response preparation, regardless of whether or not a vendor is selected to provide the described services and products.

## 2.7. WARRANTY REQUIREMENTS

The vendor shall provide the manufacturer with a lifetime warranty for all equipment provided in this RFP. Vendor is expected to deliver new in box equipment listed on this RFP. Vendors will not bid on refurbished equipment on this project. No vendor shall bid on grey market equipment on this project.

Bill of materials listed below

Manufacturer	Part Number	Description	QTY	Price
Cisco or equivalent	<b>FPR4200-FTD-HA-BUN</b>	Cisco Secure Firewall4200 Threat Defense Chss,Subs HA Bundle	1	
Cisco or equivalent	FMC-M6-PS-AC-1050W	Cisco FMC 1050W AC Power Supply	2	
Cisco or equivalent	CAB-N5K6A-NA	Power Cord, 200/240V 6A North America	2	
Cisco or equivalent	SF-FMC-7.4.0-K9	Cisco Secure Firewall Management Center Software v7.4.0	1	
Cisco or equivalent	FMC-M6-NIC-SFP	Cisco FMC X710-DA2 dual-port 10G SFP+ NIC	1	
Cisco or equivalent	FMC-M6-HDD-240GB	Cisco FMC 240GB SATA M.2	2	
Cisco or equivalent	FMC-M6-HWRAID	Cisco FMC M6 Boot optimized M.2 Raid controller	1	
Cisco or equivalent	FMC-M6-TPM-2.0	Cisco FMC Trusted Platform Module 2.0	1	
Cisco or equivalent	FMC-M6-CPU-A7232P	Cisco FMC AMD 3.1GHz 7232P 120W 8C/32MB Cache DDR4 3200MHz	1	
Cisco or equivalent	FMC-M6-MEM-X-16GB	Cisco FMC 16GB 16GB RDIMM SRx4 3200 (8Gb)	2	
Cisco or equivalent	FMC-M6-MRAID-12G	Cisco FMC 12G Modular RAID controller with 2GB cache	1	
Cisco or equivalent	FMC-M6-HDD-1.2TB	Cisco FMC M6 1.2TB 12G SAS 10K RPM SFF HDD	2	
Cisco or equivalent	FMC-M6-O-ID10GC	Cisco FMC Intel X710T2LOCPV3G1L 2x10GbE RJ45 OCP3.0 NIC	1	
Cisco or equivalent	FMC-M6-OCP3-KIT	Cisco FMC C2XX OCP 3.0 Interposer W/Mech Assy	1	
Cisco or equivalent	FPR4215-NGFW-K9	Cisco Secure Firewall 4215 NGFW Appliance, 1U, 2xNetMod Bays	2	
Cisco or equivalent	CON-SSSNT-FPR421NG	SOLN SUPP 8X5XNBD Cisco Secure Firewall 4215 NGFW Appliance	2	

Cisco or equivalent	FPR4200-PWR-AC	Cisco Secure Firewall 4200 Series AC Power Supply	2	
Cisco or equivalent	PWR-CAB-AC-USA	Power Cord for AC V2 Power Module (USA)	4	
Cisco or equivalent	SF-F4K-TD7.4-K9	Cisco Secure Firewall TD 7.4 SW for 4200 series appliances	2	
Cisco or equivalent	FPR4200-SSD1800	Cisco Secure Firewall 4200 Series 1.8TB SSD	4	
Cisco or equivalent	FPR4200-SLD-RAILS	Cisco Secure Firewall 4200 Slide Rail Kit	2	
Cisco or equivalent	CAB-CONS-RJ45-DB9	Console Cable 6ft with RJ45 and DB9F	2	
Cisco or equivalent	FPR4215-BSE	Cisco Secure Firewall 4215 Base License	2	
Cisco or equivalent	FPR4200-PWR-AC	Cisco Secure Firewall 4200 Series AC Power Supply	2	
Cisco or equivalent	FPR4200-FAN	Cisco Secure Firewall 4200 Series Fan	6	
Cisco or equivalent	FPR4K-XNM-4X200G	Cisco Secure Firewall 4200 4X200G Netmod	2	
Cisco or equivalent	CON-SSSNT-FPR4KX42	SOLN SUPP 8X5XNBD Cisco Secure Firewall 4200 4X200G Netmod	2	
Cisco or equivalent	FPR4K-XNM-4X200G	Cisco Secure Firewall 4200 4X200G Netmod	2	
Cisco or equivalent	CON-SSSNT-FPR4KX42	SOLN SUPP 8X5XNBD Cisco Secure Firewall 4200 4X200G Netmod	2	
Cisco or equivalent	<b>C9500-32C-EDU</b>	Catalyst 9500 32x100G, K12	2	
Cisco or equivalent	CAB-TA-NA	North America AC Type A Power Cable	4	
Cisco or equivalent	C9K-PWR-1600WAC-R	Catalyst 9500 1600W Power Supply	2	
Cisco or equivalent	C9K-PWR-1600WACR/2	1600W AC Config 4 Power Supply front to back cooling	2	
Cisco or equivalent	C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	2	
Cisco or equivalent	C9K-T2-FANTRAY	Catalyst 9500 Type 5 front to back cooling Fan	10	
Cisco or equivalent	S9500UK9-1712	Cisco Catalyst 9500 XE 17.12 UNIVERSAL	2	
Cisco or equivalent	C9500-SSD-NONE	No SSD Card Selected	2	
Cisco or equivalent	C9500-RFID	RFID Selected	2	
Cisco or equivalent	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	2	
Cisco or equivalent	C9500-DNA-32C-E	C9500 DNA Essentials, Term License	2	
Cisco or equivalent	C9500-DNA-E-3Y	DNA Essential 3 Year License	2	
Cisco or equivalent	C9500-NW-E	C9500 Network Stack, Essentials	2	

Cisco or equivalent	<b>QSFP-100G-AOC7M=</b>	100GBASE QSFP Active Optical Cable, 7m	8	
Cisco or equivalent	<b>QSFP-40G-LR4-S=</b>	QSFP 40GBASE-LR4 Trnscvr Mod, LC, 10km, Enterprise-Class	8	
Cisco or equivalent	<b>C9300-24UX-E</b>	Catalyst 9300X 24-port 25/10G SFP+, K12	1	
Cisco or equivalent	C9300X-DNA-24Y-E	C9300 DNA Essentials, Term License	1	
Cisco or equivalent	C9300-DNA-L-E-3Y	DNA Essentials 3 Year License	1	
Cisco or equivalent	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	1	
Cisco or equivalent	TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	1	
Cisco or equivalent	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	1	
Cisco or equivalent	D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	1	
Cisco or equivalent	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	1	
Cisco or equivalent	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 Secondary Power Supply	1	
Cisco or equivalent	CAB-TA-NA	North America AC Type A Power Cable	2	
Cisco or equivalent	C9300X-NW-E-24	C9300 Network Essentials, 24-port license	1	
Cisco or equivalent	C9300-STACK-NONE	No Stack Cable Selected	1	
Cisco or equivalent	C9300-SPWR-NONE	No Stack Power Cable Selected	1	
Cisco or equivalent	C9300-SSD-NONE	No SSD Card Selected	1	
Cisco or equivalent	TE-C9K-SW	TE agent for IOSXE on C9K	1	
Cisco or equivalent	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	1	
Cisco or equivalent	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	1	
Cisco or equivalent	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	1	
Cisco or equivalent	C9300X-NM-4C	Catalyst 9300 4 x 40G/100G Network Module QSFP+/QSFP28	1	
Cisco or equivalent	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	
Cisco or equivalent	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1	
Cisco or equivalent	<b>QSFP-100G-LR-S=</b>	100G QSFP28 100G-LR, 10km SMF, duplex, LC Connector	3	

Cisco or equivalent	<b>C9500-32C-EDU</b>	Catalyst 9500 32x100G, K12	1	
Cisco or equivalent	CAB-TA-NA	North America AC Type A Power Cable	2	
Cisco or equivalent	C9K-PWR-1600WAC-R	Catalyst 9500 1600W Power Supply	1	
Cisco or equivalent	C9K-PWR-1600WACR/2	1600W AC Config 4 Power Supply front to back cooling	1	
Cisco or equivalent	C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	1	
Cisco or equivalent	C9K-T2-FANTRAY	Catalyst 9500 Type 5 front to back cooling Fan	5	
Cisco or equivalent	S9500UK9-1712	Cisco Catalyst 9500 XE 17.12 UNIVERSAL	1	
Cisco or equivalent	C9500-SSD-NONE	No SSD Card Selected	1	
Cisco or equivalent	C9500-RFID	RFID Selected	1	
Cisco or equivalent	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	
Cisco or equivalent	C9500-DNA-E-3Y	DNA Essential 3 Year License	1	
Cisco or equivalent	C9500-NW-E	C9500 Network Stack, Essentials	1	
Cisco or equivalent	<b>QSFP-100G-LR-S=</b>	100G QSFP28 100G-LR, 10km SMF, duplex, LC Connector	2	
Cisco or equivalent	<b>QSFP-40G-LR4-S=</b>	QSFP 40GBASE-LR4 Trnscvr Mod, LC, 10km, Enterprise-Class	18	
Cisco or equivalent	<b>C9500-32C-EDU</b>	Catalyst 9500 32x100G, K12	1	
Cisco or equivalent	CAB-TA-NA	North America AC Type A Power Cable	2	
Cisco or equivalent	C9K-PWR-1600WAC-R	Catalyst 9500 1600W Power Supply	1	
Cisco or equivalent	C9K-PWR-1600WACR/2	1600W AC Config 4 Power Supply front to back cooling	1	
Cisco or equivalent	C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	1	
Cisco or equivalent	C9K-T2-FANTRAY	Catalyst 9500 Type 5 front to back cooling Fan	5	
Cisco or equivalent	S9500UK9-1712	Cisco Catalyst 9500 XE 17.12 UNIVERSAL	1	
Cisco or equivalent	C9500-SSD-NONE	No SSD Card Selected	1	
Cisco or equivalent	C9500-RFID	RFID Selected	1	
Cisco or equivalent	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	
Cisco or equivalent	C9500-DNA-E-3Y	DNA Essential 3 Year License	1	
Cisco or equivalent	C9500-NW-E	C9500 Network Stack, Essentials	1	
Cisco or equivalent	<b>QSFP-100G-LR-S=</b>	100G QSFP28 100G-LR, 10km SMF, duplex, LC Connector	26	
Cisco or equivalent	<b>QSFP-40G-LR4-S=</b>	QSFP 40GBASE-LR4 Trnscvr Mod, LC, 10km, Enterprise-Class	16	



