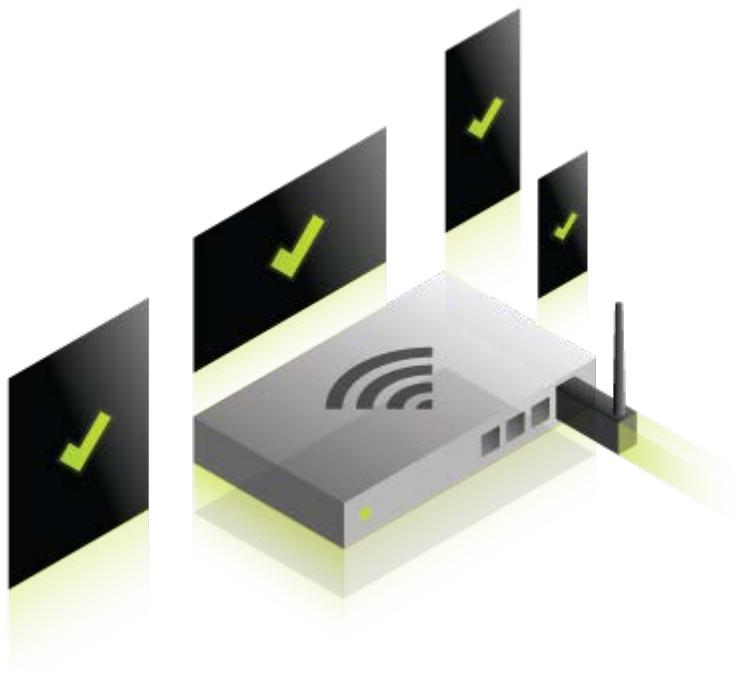


REQUEST FOR PROPOSAL - RFP 2021-005

2021 E-RATE TECHNOLOGY NETWORK FIREWALL RFP



Proposal Submittal Date: Tuesday, February 16, 2021 2:00 PM PT
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506

**REQUEST FOR PROPOSAL – RFP 2021-005
E-RATE 2021 TECHNOLOGY NETWORK FIREWALL RFP**

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**REQUEST FOR PROPOSAL
NOTICE TO VENDORS CALLING FOR PROPOSALS
2021 E-RATE TECHNOLOGY NETWORK FIREWALL RFP**

NOTICE IS HEREBY GIVEN that Burbank Unified School District, acting by and through its Board of Education, hereinafter the “District” will receive up to, but not later than 2:00 p.m. on Tuesday, February 16, 2021, sealed proposals for the work described as

RFP #2021-005 2021 E-RATE TECHNOLOGY NETWORK FIREWALL RFP.

Each proposal shall be in accordance with the following plans, specifications, and other contract documents. Proposal documents will be available on January 15, 2021, on the District website www.burbankusd.org/erate under Technology Services or the E-rate Productivity Center (EPC) > <https://data.usac.org/publicreports/Forms/Form470Rfp/Index>. All proposals shall be submitted in the format specified to the Business Office, Burbank Unified School District, 1900 West Olive Avenue, Burbank, CA 91506. Any proposals received after the RFP submittal date and time will not be considered.

Bid security. Each Proposal shall be accompanied by Bid Security of **FIVE HUNDRED DOLLARS (\$500.00)**. Failure of any Proposal to be accompanied by Bid Security in the form and the amount required shall render such Proposal to be non-responsive and rejected by the District. Bid Security shall be in the form of a Bid Bond or a Cashier’s Check.

No Withdrawal of Proposals. No vendor may withdraw his/her proposal for **ninety (90) days** after the award of the Contract by the District’s Board of Education. During this time, all Bidders shall guarantee prices quoted in their respective Proposals, and as it related to E-Rate parameters.

Waiver of Irregularities. The District reserves the right to reject any or all Proposals or to waive any irregularities or informalities in any Proposal or the bidding.

Award of Contract. The Contract for the work, if awarded, will be by action of the District’s Board of Education to the Bidder that meets the qualifications established by the RFP documents.

E-rate Requirements. The project is 100% contingent upon the approval of funding from the Universal Service Fund’s Schools and Libraries Program, otherwise known as E-rate. The District may or may not proceed with the project, in whole or in part, even in the event E-rate funding is approved. Execution of the project, in part or whole, is solely at the discretion of the District. Bidders wishing to bid may do so solely at their own risk. The District is not liable or responsible for any costs, loss, fees, or expenses, of any kind, associated with bid and/or a decision not to proceed with the project, even after awarding of the contracts. By submitting a proposal, each bidder agrees to bear all of its costs, fees, expenses, and losses, of any kind, should the District cancel the project.

Inquiries and Clarifications. This document is for information purposes and shall not relieve the Bidder of the requirements to fully become familiarized with all the factors affecting the Project and Proposal. The Bidder is advised that all inquiries and clarifications about the RFP documents, specifications, etc., shall be submitted to the District in writing via email to Erate21@burbankusd.org no later than **February 4, 2021, 12:00 PM**. The District will respond at its earliest opportunity. Verbal communication by either party concerning the matter is invalid.

Inquiries shall be made via email only to Erate21@burbankusd.org.

Estimated Timeline of Events:

E-Rate Form 470 Filing	January 15, 2021
Last Day to Submit Questions	February 4, 2021
RFP Submittal Date	February 16, 2021
Board Approval of Award	March 4, 2021

By: Debbie Kukta
Assistant Superintendent of Administrative Services
By authority of the Governing Board of
Burbank Unified School District, Burbank,
County of Los Angeles,
State of California

Ads to run: January 16, 2021
January 23, 2021

Terms and Conditions

Overview

The Burbank Unified School District (“BUSD,” “District,” or “Owner”), acting by and through its Governing Board, is seeking competitive proposals for a network firewall. The District is currently utilizing a Palo Alto PA-5050 and is looking to replace the firewall with a new solution and perform migration and optimization of all existing firewall policies and configuration.

In addition to issuing this Request For Proposals (RFP) and in conformity with the FCC Schools and Library Division (SLD), “Universal Service Fund” (also known as E-Rate funding), BUSD has posted a Form 470 to seek E-Rate discounts for the services sought by this RFP. The Form 470 can be found at: <https://data.usac.org/publicreports/Forms/Form470Rfp/Index> .

The Burbank Unified School District, located in Los Angeles County, in the state of California serves a student population numbering approximately 15,100 in grades kindergarten through twelfth grade. Currently, the District has 20 school sites: 3 high schools, 3 middle schools, 11 elementary schools. In addition, there are administrative sites, which include the District Office, the District Service Center, and the Warehouse.

The primary point of contact for this RFP is Rick Vonk, Director of Information Technology. Proposals in response to this **RFP are due by 2:00 PM (Pacific Time) on February 16, 2021**, at the District’s Business Services Department, located on the second floor at the Burbank Unified School District’s District Offices, at 1900 W. Olive Avenue, Burbank, CA 91506.

Respondents are required to submit one (1) original and two (2) copies of the proposal to the District, and (1) electronic copy of the proposal on a USB thumb drive. The original and copies should each be separately bound, but be contained together along with the USB thumb drive within one (1) sealed envelope or container. The envelope or container must be clearly labeled and include the: Service Provider Name, Address, Phone number, as well as the RFP number.

Contract Term

According to the provision of California Education Code Section 17596, school districts may extend contracts for services up to five (5) years. Therefore, the minimum contract term will end at earliest June 30, 2022 but may be extended depending on E-Rate timelines, including successful receipt by the District of a Funding Commitment Decision Letter (FCDL) from the SLD as a result of this RFP.

Use of District Documents

Proposals must be submitted on forms or in the format provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions, or interlineations without the written consent of the District, which may be given or withheld in its sole and absolute discretion. Reproduction of District documents is permitted, so long as reproduced copies are identical in size, format, and content as the forms prepared by the District. Any proposal submitted in altered form may result in rejection of such proposal at the option of the District.

Inspection of Documents

1. Each Service Provider receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages or other indication of incomplete information provided to the Service Provider.
2. The failure or neglect of any Service Provider to receive or examine any contract document, form, instrument, addendum, or other documents shall in no way relieve any Service Provider from obligations concerning his or her proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.
3. Receipt of addenda to the proposal documents by a Service Provider must be acknowledged on the proposal before the time proposals are due.

Proposal Content and Format

Submit one (1) original and two (2) bound copies of the proposal and (1) electronic copy on USB thumb drive.

Section 1: Vendor Profile

- The Respondent must provide an overview of the company, including corporate history and philosophy, number of employees, organization chart, etc.
- Network Equipment Manufacturer Partner Level
- Describe the experience and skillsets required by support staff to implement and maintain the proposed solution. Include the total number of resources and position descriptions.
- List of local engineers (within 50 miles) and their certification level.
- A brief history in the market place and with the E-Rate program.
- A description of the respondent's billing process related to the E-Rate program.
- A list of at least 5 verifiable California public K-12 school district references of similar size and scope.

Section 2: Financials

Financial documents will be kept secured and not subject to public information. The proposal must include:

- Audited Financial Statement (or equivalent) for the last three years
- SEC Form 10-K (for public companies) for the last three years

Section 3: Mandatory Forms (Certificates and Certification Documents)

This section must include the following additional required forms as part of the response.

- Bid Bond (or Cashier's Check)
- Non-Collusion Affidavit
- Certificate Regarding Worker's Compensation
- Acknowledgment of Bidding Practices Regarding Indemnity

- Certificate of a Drug-Free Workplace
- Certification Regarding Alcohol and Tobacco-Free Campus
- Certification of Employee Criminal Background Checks and Attachment “A”
- E-Rate Supplemental Terms and Conditions

Section 4: Proposal Form

Fill out the provided Proposal Form. Ensure that your proposal meets all the requirements defined in the Scope of Work section of this RFP. If there are multiple Proposals defined within the Scope of Work, break out the total cost of each Proposal. If an item is requested as a separate option, list that cost separately from the rest of the items defined within that Proposal.

Goods and services quoted shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.

Trade Names and Alternatives

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

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

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

Evaluation and Award of Contract

The award of a contract, if made by the District, will be based on the District’s assessment of qualifications and desirability of the vendors.

1. Written proposals will be initially screened for completeness. Proposals that are not materially complete, at the District’s discretion, will not be evaluated further. The remaining proposals will be evaluated using the following criteria, which are not listed in any order of weight or priority:

Price
 Firm Expertise
 E-Rate and Management Capability
 Financial Condition
 Certifications and Qualifications

All data and information in the written proposal will be subject to verification.

At its option, the District may elect to reject a written proposal or proposals after the written proposal evaluation if, in the District’s discretion, the vendor(s) is/are incapable of providing proper and satisfactory service following the District’s standards and requirements (including, without limitation, safety standards, financial condition requirements, and experience requirements).

2. Management Interviews. Members of the District’s evaluation committee may interview those persons who will be directly responsible for managing the contract, if awarded, on behalf of the vendor. The management interview criteria, in no particular order of weight or priority, are as follows:
 - Qualification and Experience
 - Project Management Expertise
 - Responsiveness During Interview
 - The District may elect, in its discretion, to reject any or all proposals after the management interviews if it determines that the vendor(s) does/do not satisfy the District’s standards and requirements.

3. Cost Proposal. The District’s evaluation committee will consider the cost portion of the proposal. The District shall award the contract to the vendor who, based on its overall qualifications/desirability and cost proposal, will best satisfy the District’s needs and provide the best value.

4. The Burbank Unified School District intends to receive the most cost-effective solution possible, and as such the following Schedule of Criterion will be used, with the contract awarded to the vendor with the highest total of points:

SELECTION CRITERIA	WEIGHT
Cost of E-Rate Eligible Items	30%
Cost of Non-E-Rate Eligible Items	10%
Business Stability & Firm Expertise	15%
CA K-12 School District References	15%
E-Rate Experience	15%
Technical Capability and Qualified Engineers	15%
Overall Ranking	100%

E-Rate Requirements

1. The District requires the Service Provider to have a valid and current SPIN (Service Provider Identification Number) as issued by USAC (Universal Service Administration Company). The SPIN must be established at the time of the proposal submittal, and the Service Provider must include a copy of the completed SPAC (Service Provider Annual Certification) Form with the proposal. Additionally, the Service Provider must complete and return the certificate of understanding as found in this RFP. For further information regarding the Erate Program please reference USAC's Schools and Library Division (SLD) website:
<http://www.universalservice.org/sl/>

All contracts entered into as a result of this Request for Proposal and the associated Form 470 will be contingent upon:

- 1.1. Funding approval by the SLD.
- 1.2. Approved funded amount equal to the funding amount as requested on Form 471. A valid Service Provider Identification Number (SPIN) consistent with the type of service requested in this RFP.
- 1.3. Certified Form 486 and a written "Notice to Proceed" from the Owner to initiate service.
- 1.4. Approval from the Burbank Unified School District Board of Trustees

Rejection of Proposal and Waiver of Irregularities

The District reserves the right to reject any or all proposals and to waive any immaterial irregularities in the proposal process or any proposal. The District also reserves the right to select any proposal the District believes is in the best interest of the District that may not provide the lowest price(s) submitted.

The right is reserved, as the interests of the District may require, to revise or amend the proposal documents before the date set for opening proposals. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Request for Proposals. If the revisions and amendments are of a nature that requires material changes in quantities or prices proposed or both, the date set for the opening of the proposals may be postponed by such number of days as in the opinion of the District will enable Service Providers to revise their proposals to account for such changes. In such cases, the addendum will include an announcement of the new date for opening proposals.

Erasures or Corrections to Entries

The proposal documents submitted must not contain any erasures, strikeouts, or other corrections of entries that impair accurate interpretation of the entry and/or understanding of the proposal.

If correction of an unintended entry is desired such correction must be clear and legible and clearly authenticated by the initials of the person signing the proposal. Unclear or unauthenticated corrections may result in rejection of the proposal at the option of the District.

Withdrawal or Amendment of Submitted Proposal

1. Any proposal that has been submitted may be withdrawn before the bid due date. A request to withdraw a proposal must be in writing.
2. No amendment, addendum, or modification will be accepted after the proposal has been submitted to the District. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to the District before the time for the opening of proposals.
3. No Service Provider may submit more than one proposal.
4. After the scheduled time for the opening of proposals, these proposals may not be withdrawn for ninety (90) days.
5. For the Burbank Unified School District, a Bid Bond of FIVE HUNDRED DOLLARS (\$500.00) must be submitted with the proposal documents. The Bid Bond shall be given as a guarantee that the Service Provider shall execute the Agreement if it is awarded in conformity with the proposal documents. In the event the Service Provider to whom an award is made fails or refuses to execute the Agreement within five (5) calendar days after receipt of notification that he or she is the Service Provider to whom the Agreement is awarded, the District may declare the Service Provider's bid bond forfeited as damages caused by the failure of the Service Provider to enter into the Agreement, and may award the work to the next best value Service Provider who will provide proper and satisfactory service. Bid bonds must be issued by a California admitted surety insurer. In substitution of a bid bond, the District will accept a cashier's check.

Obtaining Information

1. Outside sources. The District reserves the right to obtain from all sources information concerning a Service Provider which the District deems pertinent to this Request for Proposal and to consider such information in evaluating the Service Provider's proposal.
2. Inspections. Upon reasonable notice to the Service Provider, the District reserves the right to make on-site inspections of the Service Provider's installations and any proposed permitted assignee's (as provided in the Agreement) facilities which the District deems pertinent and necessary to evaluate the Service Provider's proposal and to consider any information received from such inspection in evaluating the Service Provider's proposal.

Proposal Costs

The District shall not be liable for any cost incurred by a Service Provider in the preparation or delivery of its response to the Request for Proposal or for any other costs incurred because of this Request for Proposal.

Proposal Disclosure

1. All proposals received shall remain confidential until a contract resulting from this Request for Proposal is signed by the District and the apparent successful Service Provider; thereafter the

proposals shall be deemed public records. If a Service Provider desires to have portions of its proposal remain confidential, it is incumbent upon the Service Provider to identify those portions in its transmittal letter deposited with the proposal package. The transmittal letter must identify the page, the particular exemption(s) from disclosure, and the contended justification for exemption upon which it is making its claim. Each page, or part thereof, claimed to be confidential must be clearly identified by the word "confidential" printed on the lower right-hand corner of the page.

2. The District will consider a Service Provider's request(s) for confidentiality; however, the District will not be bound by the assertion that a page contains confidential material. An assertion by a Service Provider that an entire volume of its proposal is confidential will not be honored. The District reserves the right to disclose all information in the proposal, even if the Service Provider requests that it remain confidential if the District determines that disclosure is not prohibited by law or court order.
3. Until a contract resulting from this Request for Proposal is executed, no employee, agent, or representative of any Service Provider shall make available or discuss its proposal with the press, any elected or appointed official or officer of the District, or any employee, agent, or other representatives of the District, unless specifically allowed to do so in the Request for Proposal or in writing by the District for clarification and evaluation.
4. Service Providers shall not issue any news release(s) or make any statement to the news media about this Request for Proposal or any proposal and/or contract or work resulting therefrom without the prior written approval of the District which may be given or withheld in its sole and absolute discretion and then only in cooperation with the District.

Data

The District provides the information herein to assist Service Providers in formulating their proposals. Although the District is providing this information in good faith, the District makes no warranty or representation about its accuracy, and the District does not intend any Service Provider to rely solely on the accuracy of the information in submitting his/her proposal.

Patents

The Service Provider shall hold the Burbank Unified School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this proposal.

Signatures

All proposal documents contained in this package must be signed in blue ink in the name of the respondent and must bear the signature in longhand of the person or persons duly authorized to sign the proposal.

If the respondent is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of

the corporate board of directors authorizing them to do so is provided to the District. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If the respondent is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the District, in which case the general partner may sign.

Proposals submitted as joint ventures must so state and be signed by each joint venture.

Proposals submitted by individuals must be signed by the bidder unless an up to date power-of-attorney is on file in the District Office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

Cancellation for Insufficient or Non-Appropriated Funds

The Service Provider hereby agrees and acknowledges that monies utilized by the District to purchase the services listed in this proposal are public money appropriated by the State of California, the Federal Government under the E-Rate program, or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

Payment

Service Providers are advised to thoroughly familiarize themselves with the payment provisions of the E-Rate program.

Technology Clause

As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be essentially similar. This request for proposals seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of the proposal, to be included under the general umbrella of compatible product lines and are thus specifically included in this proposal.

Limitation on Expansion of Services

Following approval of the best value proposal, the successful Service Provider may not alter the proposed pricing without the prior written permission of the awarding agency.

Insurance Provided by Service Provider

The Service Provider and any subcontractor shall provide and maintain the following insurance coverage amounts as set forth below. The following information is required on the certificate

Insured

Name and address of business/organization

Insurers Affording Coverage

Insurer A: Name of the insurance company providing coverage

Must be authorized to do business in the state in which the License Area is located.

Policy Effective/Expiration

The effective date must be the start date of the contract and/or event. The expiration date must be at least the end date of the contract or one day after the event.

Type of Insurance/Limits

(i)A comprehensive or commercial general liability policy including contractual liability and broad form property damage coverage, affording protection on an occurrence basis for claims arising out of bodily injury, death, and property damage, and having limits of not less than \$1,000,000 for bodily injury including death to one or more persons arising out of one occurrence, with a \$2,000,000 aggregate limit of liability; \$1,000,000 for damage to property arising out of one occurrence, with a \$2,000,000 aggregate limit of liability of \$1,000,000 combined Single Limit per occurrence and \$2,000,000 combined Single Limit, aggregate; and (ii) Workmen’s Compensation insurance as required by the laws of the state where the District is located, and Employer’s Liability insurance with a limit of no less than \$1,000,000 limit per accident for bodily injury or disease and a separate specific endorsement which names the District as an additional insured on the organization’s liability policy must accompany the contract.

Additional Insureds

Burbank Unified School District
1900 West Olive Avenue
Burbank, CA 91506

Certificate Holder

Burbank Unified School District
1900 West Olive Avenue
Burbank, CA 91506

Cancellation and/or Non-Renewal

Need at least ten (10) days advance written notice

Authorized Representative Must have a signature to be valid

Please contact **Ruthie DiFonzo at (818) 729-4473** if you have any questions and forward the certificate to ruthiedifonzo@burbankusd.org.

General Requirements

1. All Service Providers are required to comply with Labor Code Section 3700. This section mandates that employers in the State must have Worker's Compensation Insurance that covers every employee. The Worker's Compensation Certificate included in this proposal must be completed and returned with the submittal.
2. All Service Providers must comply with California Education Code sections 45122 through 45125.5. Every employee who will work at any site within BUSD must be fingerprinted by a law enforcement agency and pass a criminal background check conducted by the DOJ. The district has provided a certificate of understanding that must be returned with this RFP submittal.
3. Antidiscrimination: It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or marital status. The Service Provider agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Service Provider agrees to require like compliance by any of their subcontractors employed on the work.

Termination for Convenience

This agreement may be terminated by District for any or no reason at any time during the term of this agreement by giving thirty- (30) day written notice to the Service Provider. Said notice shall be in writing, shall state the date of the proposed termination (which shall in no event be earlier than twenty-four (24) hours from the time of delivery of such notice), and shall be delivered to the addresses listed for the Service Provider in this Agreement. In such an event, this agreement shall terminate on the termination date outlined in the termination notice. The district shall pay to the Service Provider all amounts earned and invoiced by the Service Provider up to the termination date (subject to the District's offset rights outlined in this Agreement) and the parties shall thereafter be released from all further obligations and liabilities under this Agreement, except to the extent that any such obligations or liabilities expressly survive the termination of this agreement.

Written Inquiries Deadline - Addenda

The Bidder is advised that all inquiries and clarifications about the RFP documents, specifications, etc., shall be submitted to the District in writing via email to Erate21@burbankusd.org no later than **February 4, 2021, 12:00 PM**. The District will respond at its earliest opportunity.

Verbal communication by either party about the matter is invalid. Inquiries shall be made via email only to Erate21@burbankusd.org.

SCOPE OF WORK

The Service Provider will include in their bid, all costs necessary to provide the equipment requested below or an equivalent solution. All costs associated with any on-site premise equipment, provided as an integral part of the service, shall be the sole responsibility of the Service Provider.

The District is seeking proposals from vendors offering the **Palo Alto PA-5220 Series Firewall or equivalent**.

1. Proposal must include one PAN-PA-5220-AC firewall or equivalent.
2. Firewall must include 1 year of standard hardware warranty.
3. All professional services to install and configure the firewall, as defined below.
4. Include as a separately quoted option these additional services:
 - a. 5 Years of Premium Support with 4-hour hardware replacement or equivalent.
 - b. 5 Years of Threat Prevention (IPS) Subscription or equivalent.
 - c. 5 Years of DNS Security Subscription or equivalent.
 - d. 5 Years of Global Protect (VPN) Subscription or equivalent.
 - e. 5 Years of WildFire Subscription or equivalent.

Goods and services quoted shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.

The application layer firewall shall meet the following requirements

- Firewall must support at least 8.9 Gbps of throughput with all services active:
 - IPS
 - Zero-Day
 - DNS Security
- Firewall must support 8 Gbps of throughput for IP Sec VPN
- Firewall must support at least 4 million concurrent sessions.
- Firewall must support at least (4) 10Gbps copper connections as well as (16) 1/10G SFP+ and (4) 40G QSFP+ connections
- Firewall must support BGP and OSPF routing.
- Firewall must view top applications by
 - Session count
 - Bandwidth utilization
- Firewall should identify a source by
 - IP address
 - Machine DNS name
 - Directory service username.
- Firewall must natively support always-on application identification independent of port, protocol, or encryption.
- Firewall must natively support HTTP Header Insertion for G-Suite, Box, Youtube, and other custom created headers.

- Firewall must view top applications utilized by a user. A user should be selectable by IP address or directory service username and the top applications should be selectable by session count or bandwidth utilization.
- Firewall should allow/block applications natively. Firewall should create a policy to allow certain applications and block others, and the applications are controlled as expected.
- Firewall must identify and control applications running on ports other than the application's default port.
- Firewall must be able to perform SSL decryption.
- Firewall should be able to block malicious file downloads from and uploads to unknown web sites while allowing browsing to those unknown sites.
- Firewall must export and schedule reports in various formats such as PDF and CSV and email.
- Firewall or process for automatically backing up Firewall configuration.
- Configuration of a solution to have the user-name resolution for district Chromebooks.

Scope includes tax, shipping, delivery, and staging of all equipment. The scope also includes labor, licensing, materials, equipment, vehicles, and tools to complete the work, cleanup, transportation of workers, and transport and disposal of all excess materials and waste off-site. The scope also includes project management tasks and staff needed to perform site visits, obtain field measurements and conditions, and coordinate with others under separate contracts with the District. Attendance at project meetings is to be included in the scope. Additional scope includes the following:

1. Staging of new network firewall, planning for and removal of existing network firewall, physical installation of new network firewall, including moving over all applicable fiber optic and data cabling.
2. Configuration and installation of network firewall by Certified Network Security Engineer (PCNSE or equivalent).
3. Migration of existing firewall policies and configuration from an existing PA-5050.
4. Optimization of all firewall policies and configuration, to align with best practices.
 - a. Optimization of firewall policies should include:
 - i. Removal of stale security policies.
 - ii. Traffic monitoring to determine normal traffic flows to the DMZ zone.
 - iii. Creation of new security policies to protect the DMZ zone.
 - iv. Conversion of all remaining port-based security policies to app-based security policies.
 - v. Combining or separating security policies if required.
5. If a security subscription is purchased then setup and configuration of subscription-specific features must be included.
6. Configuration of BGP Peering with ISP.
7. Configuration of Policy Based Routing to redirect Internet-bound traffic in case of a failure.
8. Network diagram (Visio) of all installed hardware and connections.
9. Provide spreadsheet listing all hardware and software deployed, including part number, description, MAC address, serial number, license keys, license expiration date, and support expiration date.
10. Any downtime to be outside of normal business hours.

PROPOSAL FORM

Request for Proposal – RFP #2021-005 E-Rate 2021 Technology Network Firewall RFP

TO: BURBANK UNIFIED SCHOOL DISTRICT
1900 W. Olive Avenue
Burbank, CA 91506

Attention: Claudia Simancas, Senior Buyer

Having examined the proposal documents for the NETWORK FIREWALL for the BURBANK UNIFIED SCHOOL DISTRICT and having inspected the sites of/and the conditions affecting and governing the services of said services, the undersigned Bidder hereby proposes:

[INSERT PROPOSAL HERE]

[INSERT PROPOSAL HERE]

[INSERT PROPOSAL HERE]

Acknowledgment of Addenda.

In submitting this Proposal, the undersigned Bidder acknowledges receipt of all Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Proposal incorporates and is inclusive of, all items or other matters contained in Addenda.

Initial only one of the following:

_____ Addenda Numbers _____; _____; _____; _____; _____; _____ were received, acknowledged (initial if applicable) and incorporated into this Proposal.

OR

_____ No Addenda Issued (initial if applicable)

Additional Information:

Notices. All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices outlined in the Contract Documents.

Confirmation of Figures. By submitting this Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees, or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Proposal.

Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review, and understanding of the Specifications and other Contract Documents of the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible, and complete for providing and performing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities, and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and following the Contract Documents. The undersigned Bidder certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state, and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any claims, demands, losses, liabilities, and damages arising out of or relating to Bidder’s failure to comply with applicable law in this regard.

Print Name(s) of Bidder(s) & License Number

By: _____
Authorized Officer or Agent

By: _____
Authorized Officer or Agent

Title / Date

Title / Date

(Corporate Seal)

NOTE: *If the bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if the bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if the bidder is an individual, his signature shall be placed above, according to the Instruction for Bidders Section 1.03. All signatures must be made in permanent, original blue ink.*

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, (hereafter called "Principal"), and

(hereafter called "Surety"), are hereby held and firmly bound unto the Burbank Unified School District (hereafter called "Owner") in the sum of **FIVE HUNDRED DOLLARS (\$500.00)** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of _____.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed following said Bid), and furnishes bonds for his faithful performance of said Contract and payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, the extension of time, alteration, or addition to the terms of said contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

PRINCIPAL: _____

ATTEST: (if individual, two witnesses are required)

By: _____

By: _____

Title: _____

Title: _____

ATTEST: (if a corporation)

By: _____

Title: _____

(Corporate Seal)

SURETY:

ATTEST: (if individual, two witnesses are required)

By: _____

By: _____

Title: _____

Title: _____

ATTEST: (if a corporation)

By: _____

Title: _____

(Corporate Seal)

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or a representative for service of process in California).

NON-COLLUSION STATEMENT

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I, _____ being first duly sworn, deposes and says that I
(Typed or Printed Name)
am the _____ of _____, the party _____
(Title) (Bidder Name)
submitting the foregoing Bid Proposal (the "Bidder"). In connection with the foregoing Bid Proposal,
the undersigned declares, states and certifies that:

- 1.01 The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.
- 1.02 The Bid Proposal is genuine and not collusive or sham.
- 1.03 The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in a sham bid or to refrain from bidding.
- 1.04 The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit, or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 1.05 All statements contained in the Bid Proposal and related documents are true.
- 1.06 The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 21____ at _____
(City, County, and State)

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

Signature (Address)

Name Printed or Typed (City, County, and State)

(Area Code and Telephone Number)

This form must be completed and submitted with your proposal

CERTIFICATE REGARDING WORKERS' COMPENSATION

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, 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 employees.

- (c) * * * * *

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

NAME _____

TITLE _____

SIGNATURE _____

(Under 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 before performing any work under this contract.)

This form must be completed and submitted with your proposal

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY

TO: Burbank Unified School District

RE: RFP #2021-005 E-Rate 2021 Technology Network Firewall RFP

Please be advised that concerning the above-referenced PROJECT the undersigned Bidder on behalf of itself and all subcontractors hereby waives the benefits and protections of Labor Code Section 3864, which provides:

“If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in a judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed before the injury.”

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the DISTRICT of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

Contracting Party

Name of Agent/Title

This form must be completed and submitted with your proposal.

CERTIFICATE OF A DRUG-FREE WORKPLACE

Under the requirements mandated by California Government Code Section 8350 et seq, or the “Drug-Free Workplace Act of 1990”, this certification form is required of all successful bidders for contracts or grants awarded by a State Agency. By signing this certification, the Contracting firm agrees that a Drug-Free Workplace will be established by performing the actions described below:

1. 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 the organization’s workplace. The statement must specify what actions will be taken against the employee for violations of the prohibition;
2. Establishment of a Drug-Free Awareness Program to inform employees of:
 - a) The dangers of drug abuse in the workplace;
 - b) The organization’s policy of a Drug-Free Workplace;
 - c) The availability of drug abuse counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed on employees for drug abuse violations
3. Requirement that each employee engaged in the performance of the contract of grant be given a copy of the statement outlined above in section 1, and that as a condition of employment on the contract or grant, the employee agrees to abide by the conditions of the aforesaid statement.

I, the undersigned, as an authorized representative of _____,
(Company Name)

agree that all the requirements of the “Drug-Free Workplace Act of 1990” will be adhered to and that a Drug-Free Workplace will be established. I also understand that if it is determined that I have made a false certification, or violated this certification by failing to meet any requirements of the Act, the contract established by RFP#2021-005 is subject to termination, suspension of payments, or both. Furthermore, I understand that a violation of the terms of the “Drug-Free Workplace Act of 1990” can result in disbarment following the provisions of California Government Code Section 8350 et. seq.

(Original Signature in Blue Ink)

____/____/_____
(Today’s Date)

(Company Name)

This form must be completed and submitted with your proposal

CERTIFICATION REGARDING ALCOHOL AND TOBACCO FREE CAMPUS

I, _____, an authorized officer of _____,
(Print or Type Name) (Company Name)

agree to comply with the Alcohol and Tobacco-Free Campus Policy as established by Burbank Unified School District. I certify that no employee of our firm, nor any subcontracting firm, will use alcohol or tobacco products at any time, on or within any District-owned or leased buildings, property, or vehicles. Furthermore, I certify that signs stating “Alcohol and Tobacco Use is Prohibited” will be purchased and prominently displayed at all entrances to school property following the policy of Burbank Unified School District.

(Original Signature in Blue Ink)

_____/_____/_____
(Today's Date)

(Print or Type Name)

(Title)

This form must be completed and submitted with your proposal

CERTIFICATION OF EMPLOYEE CRIMINAL BACKGROUND CHECKS

I, _____, certify that one of the following has been performed:
(print or type name)

1. Under California Education Code Section 45125.1 criminal background checks, through the California Department of Justice, has been performed for all employees that will provide services to the Burbank Unified School District upon award of a contract for RFP#2021-005, and that no employee is convicted of serious or violent felonies as specified in California Penal Code Sections 667.5(c) and 1192.7(c).

Furthermore, attached to our bid proposal, is a list of the names of employees who may come into contact with pupils.

Or

2. Under California Education Code 45125.1, the safety of the pupils will be ensured by one of the following methods:

- a) The installation of a physical barrier at the worksite that will limit contact with pupils;
- b) Continual supervision and monitoring of all employees by an individual whom the California Department of Justice has ascertained has not been convicted of a violent or serious felony as defined in California Penal Code Sections 667.5(c) and 1192.7(c).

I declare, under penalty of perjury under the Laws of the United States, that the foregoing is true and correct.

(Original Signature in Blue Ink)

_____/_____/_____
(Today's Date)

(Printed or Typewritten Name)

(Title)

This form must be completed and submitted with your proposal

ATTACHMENT “A”

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

Must be completed and attached with the Certification of Employee Background Checks
and submitted with your proposal

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

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

1. E-RATE CONTINGENCY

The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after awarding of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2. SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must explain the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts promptly which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html
- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice USAC before July 1, 2021.
 - i. Please see Category 2 – before JULY 1 section below.

- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services quoted shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of the award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Bulk Upload Template” for construction of the various Funding Requests. Subsequent schedules of values and invoices for each site must match the bulk upload document provided or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review, and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

3. SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential under §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price under § 54.511(b). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged more than the lowest corresponding price.
- d. BIDDERS are required to comply with the FCC’s Lowest Corresponding Price (“LCP”) Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS, and/or RIDFS.
- e. The Service Provider attests that its offer does not violate the FCC’s REPORT AND ORDER, FURTHER NOTICE OF PROPOSED RULEMAKING, AND ORDER in the matter of “Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs” (FCC 19-121, adopted November 22, 2019, released November 26, 2019) and provisions contained in the Order and any subsequent Orders

related to the FNPRM referenced in FCC 19-121. FCC 19-121 can be viewed at <https://docs.fcc.gov/public/attachments/FCC-19-121A1.pdf>

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

Category 2 – before JULY 1

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred before that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months before the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99, released July 23, 2014). This FCC decision only applies to Category 2 products and services (Internal Connections).

However, NO INVOICING can take place before July 1 of the funding year.

4. INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification, and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC promptly, the District will only be responsible for paying its non-discounted share.

5. FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten

(10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable time during the said period.

6. PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District’s Governing Board. All terms, conditions, warranties, obligations, maintenance, and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept, and agree with coterminous expiration conditions.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ Title: _____

Phone Number: _____ Email: _____

Service Provider Name: _____

This form must be completed and submitted with your proposal

SERVICE PROVIDER REFERENCES AND RESPONSIBILITY INFORMATION

1. The District expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.

2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Respondent has previously performed work, reference checks and examination of all public records.

3. The bidder must also demonstrate knowledge of school construction techniques and should possess a working ability to perform similarly-sized construction work for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, and addresses, points of contact, and scope of work of at least five (5) California public K-12 school districts served within the past three (3) years with requirements similar to the needs of the Burbank Unified School District.

FAILURE TO FURNISH THE REFERENCES (*IN THE COMPLETE FORMAT REQUIRED*) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

EXAMPLE: Your references should be listed in the following format (facts are example only)

- (a) Work for L.A. Unified School District
- (b) Phone # (213) 123-4567
- (c) 100 Hollywood Drive, L.A., CA 92000
- (d) Contact: James Earl Jones III at above #
- (e) Renovated Beverly Hills High
- (f) 1990
- (g) \$ 100 Million

Reference #1

Name of School District	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #2

Name of School District	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #3

Name of School District	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #4

Name of School District	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #5

Name of School District	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

4. **Service Provider Questionnaire:** The Service Provider shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. “You” or “Your” as used herein refers to the Service Provider’s firm and any of its owner, officers, directors, shareholders, parties, or principals. The district has the discretion to request additional information. The omission of any material information is grounds for disqualification.

- a. Name of firm’s license holder _____
- b. Have you or any of your principals ever been licensed under a different license number?
Response must include information pertaining to principals’ association outside of the firm. If yes, give name and license number. _____
- c. Names and titles of all principals of the firm:

- d. Number of years as a Service Provider in this type of work: _____
- e. How many years experience has your firm performed public projects work?

- g. Has your firm or any of its principals defaulted to cause a loss to a surety? The response must include information about principals’ associated outside of the firm submitting a proposal. _____ If the answer is “Yes,” give dates, names and address of surety and details.

- k. List the names, addresses and telephone numbers of the three Architects or Engineers whose jobs you have worked on in the past five years:

<u>Name</u>	<u>Address</u>	<u>Telephone</u>

- l. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? _____ If so, please elaborate.

m. This project requires the payment to all employees of prevailing wages as determined by the California Department of Industrial Relations; and that the Service Provider is familiar with the provisions contained in California Labor Code Sections 1720-1861, and Title 8, California Code of Regulations, Sections 16000-16403, and with the requirements and obligations (including record keeping and employment of apprentices) imposed by those sections on all contractors and subcontractors who perform work on public works projects.

- i. During the last five (5) years was your firm required to pay either back wages or penalties for your own firm's failure to comply with the State's prevailing wage laws? (Note: This question refers only to your own firm's violation of prevailing wage laws, not to violations by a subcontractor.) Yes No

If "yes," on a separate signed sheet of paper, identify the violation by providing the project name, date of the violation, name of the entity(ies), a brief description of the nature of the violation, and a brief description of the status of the violation (pending, or if resolved), and a brief description of the resolution.

- ii. Provide the name, address, and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any Public Works Project for which you are awarded a contract by Burbank Unified School District.

n. This project requires thorough knowledge of the financial and legal requirements of E-Rate.

i. Are you willing to invoice the District at the E-Rate approved discount percentage, with the remainder directly to the SLD, pending District certification for services performed?

Yes No

ii. Has your firm been involved in any State or Federal investigation related to direct or indirect participation in instances of funds being misapplied, mismanaged, or violations of law, rules, or regulations by support mechanism participants or service providers?

Yes No

iii. Does your firm possess a valid FCC regulation number and Service Provider Identification Number (SPIN)?

Yes No

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Service Provider References and Responsibility Information is true and correct.

Executed this _____ day of _____, 20____, at _____, State of California

Respondent Name _____ Date: _____

Signed _____ Phone _____

Printed Name _____ Title _____

Street Address _____

City, State, Zip Code _____

Fax Number _____ Email: _____

All pages of this form must be completed and submitted with your proposal package.