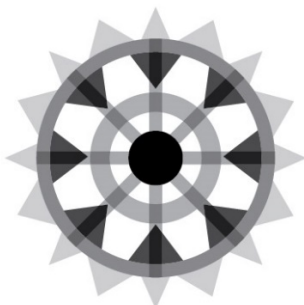


SIMI VALLEY UNIFIED SCHOOL DISTRICT



SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSAL

UPGRADE OF DISTRICT'S NETWORK **FIREWALL**

RFP 21B19RFPBXM355

PROPOSALS DUE: 4:00 PM on February 19, 2021

**Simi Valley Unified School District
Purchasing Department
101 W. Cochran Street, Simi Valley, CA 93065**

**Derrick Hoffman, Director of Purchasing
(805) 306-4500 Ext. 4601 • derrick.hoffman@simivalleyusd.org**

REQUEST FOR PROPOSALS

Notice is hereby given that the Simi Valley Unified School District hereinafter referred to as the District, acting by and through its Board of Education, invites proposals for the upgrade of the District's network firewall.

SUMMARY OF REQUEST

The District is inviting proposals from Vendors to **upgrade the District's network firewall including necessary hardware, licensing, and subscription security services, RFP 21B19RFPBXM355**. The goal is to modernize existing equipment and leverage the newest hardware-based security currently available.

SUBMISSION OF PROPOSALS

Proposal Submission Due Date: 4:00 PM on February 19, 2021

Proposals must be submitted in writing, on forms provided by the District, and received by the Purchasing department in a SEALED envelope clearly marked "Upgrade of District's Network Firewall" no later than the Proposal Submission Due Date shown immediately above, addressed as follows:

Purchasing Department
Attn: Derrick Hoffman
Simi Valley Unified School District
101 W. Cochran Street
Simi Valley, CA 93065

Each submittal must conform and be responsive to the request for proposal documents.

To obtain proposal documents at no charge, the following two options are available:
Contact Derrick Hoffman via email at derrick.hoffman@simivalleyusd.org

Download from the District's website at <http://www.simivalleyusd.org/rfq2>.

The District reserves the right to reject any or all proposals, and to waive inconsequential informalities or irregularities therein. No proposals may be withdrawn for a period of sixty (60) days after the date set for submission of proposals.

Publication dates: January 29, 2021 and February 5, 2021

TABLE OF CONTENTS	PAGE
• INFORMATION AND GENERAL CONDITIONS	4-9
• AGREEMENT	10-17
• SCOPE OF WORK	18-20
• RFP PREPARATION INSTRUCTIONS	21
• PROPOSAL EVALUATION CRITERIA	21
• NON-COLLUSION DECLARATION	22
• REFERENCES	23
• CERTIFICATION - REQUEST FOR PROPOSAL	24
• INSTRUCTIONS AND PROPOSAL CHECKLIST	25

INFORMATION AND GENERAL CONDITIONS

1. PREPARATION OF PROPOSAL DOCUMENTS

Proposal Submission Due Date: 4:00 PM on February 19, 2021

Proposals must be submitted in writing, on forms provided by the District, and received by the Purchasing department in a SEALED envelope clearly marked “Upgrade of District’s network Firewall” no later than the Proposal Submission Due Date shown immediately above, addressed as follows:

Purchasing Department
Attn: Derrick Hoffman
Simi Valley Unified School District
101 W. Cochran Street
Simi Valley, CA 93065

All preparation costs and associated activities related to the preparation of any proposal submittal are the sole responsibility of the Vendor. The District is not liable for any costs incurred throughout the selection process.

2. MANDATORY PRE-PROPOSAL CONFERENCE & JOB WALK

Omitted.

3. SIGNATURE

The proposal must be signed in the name of the Vendor and must bear the signature of the person authorized to sign proposals on behalf of the Vendor.

4. TENTATIVE SCHEDULE OF EVENTS

The District anticipates that the schedule of events in connection with this Request for Proposals (RFP) will be as set forth below. However, the District reserves the right, in its sole discretion and at any time prior to entering into an agreement, to alter its anticipated schedule as related to this RFP.

- Request for Proposals Publication Dates January 29, 2021 & February 5, 2021
- **Questions Deadline** **4:00 PM on February 10, 2021**
- **Response to Questions Posted on Website** **4:00 PM on February 12, 2021**
- **Proposal Submissions Deadline** **4:00 PM on February 19, 2021**
- Evaluation of Proposals by District Committee February 22-26, 2021
- Notice of Intent to Award February 26, 2021
- Approval & Award of Contract by School Board March 16, 2021

5. EVALUATION PROCESS

Proposal must conform and be responsive to the RFP documents.

Simi Valley Unified School District • Request for Proposals

The District will evaluate Vendor based on the information set forth in the response submitted, together with other information available to the District from any other sources. Evaluation criteria will include, but is not limited to, Vendor's qualifications, experience, ability to meet District criteria, and costs. If the District selects a Vendor, the District shall have the right to negotiate any and all of the final terms and conditions of any agreement with the Vendor and nothing in this RFP or any Response shall be deemed or construed as a limitation of such right.

6. VENDOR PRE-RESPONSE QUESTIONS AND ADDENDA

Written questions and requests for clarification are to be submitted to Philip Scrivano, Director of Information Technology at the District by emailing philip.scrivano@simivalleyusd.org (via email only), no later than **4:00 PM on February 10, 2021**. No phone call questions will be accepted. All answers to proposal questions will be posted on the District's Purchasing website, located at: <http://www.simivalleyusd.org/rfq2>. The District shall not be obligated to answer any questions or clarification requests received after the above-specified deadline or any questions submitted in a manner other than as instructed above. Failure to request interpretation or clarification of any portion of the Proposal Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein. The District's responses to written questions, clarification requests, interpretations, and corrections shall be incorporated into a proposal addendum. Addenda to the RFP will only be posted on the District's Purchasing Department website <http://www.simivalleyusd.org/rfq2>. Vendors are solely responsible for accessing the District's Purchasing Department website to obtain any addenda to the RFP. The District will not distribute addenda to Vendors.

7. AWARD OF CONTRACT

If the contract is awarded, it will be awarded by the District's Board of Education to the vendor whose proposal meets the evaluation standards and will be the most advantageous to the school district with price and all other factors considered, in adherence with Public Contract Code § 20118.2. No guarantee is given that any contract will be awarded.

The District reserves the right to reject any and all proposals, and waive any irregularities of any proposal.

In the event an award is made to a Vendor, and such Vendor fails or refuses to execute the Contract and provide the required documents within ten (10) calendar days after receiving contract documents, the District may award the Contract to the next highest ranked Vendor or release all Vendors.

8. NEWS RELEASE

News releases pertaining to any award resulting from this Request for Proposals shall not be made without prior written approval of the Associate Superintendent, Business Services.

9. COMPLETION OF PROPOSALS

Proposals shall be complete in all respects as required by this RFP, and **submitted on the forms included within this Request for Proposals where provided**. A proposal may be rejected if it is conditional or incomplete, or if it contains irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of any proposal submitted in response to this RFP.

10. ERRORS IN PROPOSAL

The Vendor shall be bound by the terms and conditions of this RFP, regardless of any errors that may be contained therein. A Vendor who encounters an error or apparent error in this Request for Proposals shall request clarification or correction as set forth above in Section 6 of these Information and General Conditions.

11. PROPOSAL DOCUMENTS

Documents included in this RFP are complimentary.

12. COMPLIANCE WITH LAWS

The Vendor agrees to comply with all applicable federal, state, and local laws, rules, regulations, ordinances, policies, and procedures in the conduct of the services as specified herein.

13. HOLD HARMLESS AND INDEMNIFICATION

Vendor agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Vendor or those of any of its officers, agents, employees, or subcontractors of Vendor, whether such act or omission is authorized by this Agreement or not. Vendor shall also pay for any and all damage to the District, or loss or theft of property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Vendor, Vendor's agents, employees or subcontractors. Vendor further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

14. SOLE REFERENCE

This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of the proposal. The release of this RFP on January 29, 2021 supersedes all other documents related. The contents of this RFP and subsequent modifications thereto take precedence over any and all information related to the products obtained from any source, either by written or verbal communications.

15. WITHDRAWAL OF PROPOSAL

Vendor may withdraw proposal either personally or by written request to the Purchasing Department at any time prior to the Proposal Submission Due Date. Proposal may not be withdrawn for a period of sixty (60) days after the Proposal Submission Due Date. During this time, Vendors shall guarantee price(s) quoted in proposal for a period of three hundred sixty-five (365) days.

16. EXCEPTIONS/DEVIATIONS

Any exceptions to or deviations from the requirements set forth in this Request for Proposals must be declared in the proposal submitted by the Vendor. Such exceptions or deviations must be segregated as a separate element of the proposal.

17. DETERMINATION OF RESPONSIVENESS

The District will evaluate Vendor's proposal to determine the responsiveness to this RFP and the Scope of Work/Evaluation Criteria included.

18. EVIDENCE OF RESPONSIBILITY

Vendor's proposal will be used to evaluate Vendor's capability to meet the scope of work/evaluation criteria as required pursuant to this RFP. Upon the request of the District, a Vendor whose proposal is under consideration may be required to submit additional information to support previously provided information. The Vendor may also be requested to provide a tour of Vendor's facilities. As further evidence of responsibility, **Vendor shall submit with the response to this RFP, contact information from at least three (3) references, preferably from California school districts for which Vendor has provided similar sized technology products and services (References form included in this RFP document).**

The District reserves the right to obtain from any and all sources information concerning a Vendor which the District deems pertinent to this RFP and to consider such information in the evaluation of the Vendor's proposal. The District is not limited to its scope of reach. Upon reasonable notice to the Vendor, the District reserves the right to make an on-site inspection of the Vendor's facilities which the District deems pertinent and necessary to evaluate the Vendor's proposal and to consider any information received from such inspection in evaluating the Vendor's proposal.

19. NO COMMITMENT TO AWARD

Issuance of this RFP and receipt of proposal submissions does not commit the District to award a contract. This RFP is solely a solicitation for Responses. Neither this RFP, nor any Response to this RFP shall be deemed or construed to: (i) create any contractual relationship between District and Vendor; (ii) create any obligation for District to enter into a contract with Vendor or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Response. The District expressly reserves the right to postpone any events within proposal timeline for its own convenience, to accept or reject any or all proposals received in response to this RFP, or to cancel all or part of this RFP.

20. JOINT OFFERS

The District intends to contract with a single firm and not contract with multiple firms doing business as a joint venture.

21. PROPOSED CONTRACT

The Vendor selected for the contract awarded through this Request for Proposals shall be required to enter into a written contract with the District. The District's contract/agreement presented in this RFP would be the contract anticipated for execution. It may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the Vendor's offer or the outcome

of contract negotiations, if any, conducted with the Vendor. Failure by Vendor to take exceptions to any terms and conditions in the contract/agreement presented in this RFP constitutes an acceptance of all terms and conditions as stated.

22. PROTESTS

Following the District's evaluation of the proposal submissions, the District will issue a Notice of Intent to Award the contract, identifying the Vendor to whom the District intends to award the contract, and the date, time, and place of the District's Board of Education meeting at which award of the contract will be considered. Any protest against the award of a contract pursuant to this RFP must be received within five (5) working days following the District's issuance of the Notice of Intent to Award. The District shall not be obligated to consider protests received after the above-specified deadline. All protests must be in writing and submitted to the Purchasing Director at the place specified for submittal of proposals.

23. PROPOSALS AS PUBLIC INFORMATION

All proposals submitted in response to this RFP become the property of the District and may become public information after selection and award of the contract.

24. MISCELLANEOUS

The District reserves the right to: Reject any/all responses; Issue a subsequent RFP; Cancel the RFP; Remedy technical errors in the RFP process; Appoint technical evaluation committees to review RFP responses; Seek assistance from outside technical experts in response evaluations; Award to none, one, or more Vendor; and/or waive informalities or irregularities in the responses.

The District further reserves the right to negotiate contract fees, terms, and conditions and to terminate such negotiations at any time.

25. PROPOSAL SECURITY

None.

26. INSURANCE

See anticipated contract/agreement.

27. QUANTITIES

Omitted.

28. AUTHORIZATION TO PROCEED

In the event that a Contract is awarded, Vendor's authorization to proceed shall be evidenced only by a fully executed contract with associated purchase order(s).

29. DISQUALIFICATION OF VENDORS AND PROPOSALS

More than one proposal for the same work from any individual, Vendor, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any Vendor is interested in more than one proposal for the work will be cause for rejecting all proposals in which such Vendor is interested.

30. REQUIRED DOCUMENTS

In addition to proposal, Vendors must complete, sign and include the following documents with the sealed proposal:

- DESCRIPTIVE INFORMATION REQUESTED IN THE PROPOSAL EVALUATION CRITERIA
- NON-COLLUSION AFFIDAVIT
- REFERENCES
- CERTIFICATION INCLUDING RECEIPT OF ADDENDA (IF ISSUED)
- ANY OTHER DOCUMENTS THAT MAY BE REQUIRED BY THE SCOPE OF WORK/EVALUATION CRITERIA

Failure to complete, sign, and return documentation, may be cause for rejection of the proposal.

Each proposal must be signed in ink or ballpoint pen by person authorized to do so.



101 West Cochran Street
 Simi Valley, California 93065
 805.306.4500

SERVICES AGREEMENT

Click here to enter Initiating Department/Site Initiating Department / Site	Click here to enter text District Requisition No.
Click here to enter Initiated By Initiated By	Click here to enter Phone Phone

Service Description: Click here to enter Project Title

This Services Agreement (the “Agreement”) is made and entered into **Click here to enter Agreement Date.** ,by and between Simi Valley Unified School District (hereinafter referred to as “District”) and **Click here to enter PROVIDER NAME** , (hereinafter referred to as “Provider.”)

- A. District desires to engage Provider services as more particularly described on:
 - Provider’s Proposal Number/Date Click here to enter Proposal Number/Date, incorporated herein by reference.
 - Scope of Work/Specifications:
Click here to enter Scope (if applicable)
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **PAYMENT AND EXPENSES.** In consideration of the sum **Click here to enter Written Amount (\$Click here to enter \$)**, Provider agrees to perform the services and all other requirements of this Agreement.

Provider shall send District periodic statements indicating Provider’s fees and costs incurred and their basis and any current balance owed. If no Provider’s fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District’s standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

Provider’s rates are not set by law, but are negotiable between Provider and District.

2. **PERFORMANCE OF AGREEMENT.** The services under this Agreement shall commence on Click here to enter Start Date., and conclude on Click here to enter Completion Date. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for

Simi Valley Unified School District • Request for Proposals

any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District.

3. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
4. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

5. **NON-EXCLUSIVITY.**
 - a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
 - b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.
6. **SERVICES.** Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.
7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by the District for any reason by giving the Provider 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

Simi Valley Unified School District • Request for Proposals

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
- Personal delivery;
 - Overnight commercial courier;
 - Certified or registered prepaid U.S. mail, return receipt requested; or
 - Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier.

10. **WARRANTY.** ~~Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.~~ Subject to Provider's proposal.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
- A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

Hazardous and toxic substances, Hazardous waste, Universal waste, Medical waste, Biological waste, Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.
14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, and/or volunteers from any and all claims,

Simi Valley Unified School District • Request for Proposals

demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the District, or loss or theft of such Property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$ 500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 combined single limit

Other Liability Insurance.

Pollution Liability	Not required
Errors & Omissions	Not required

Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Provider shall collect and maintain certificates of insurance from any and all subcontractors as evidence of the insurance coverage required herein.

Simi Valley Unified School District • Request for Proposals

Additional Insured Endorsement. Provider's and any and all Provider subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.

- Commercial General Liability
 - CG 20 26 10 01: Additional Insured-Designated Person or Organization
 - CG 20 01 01 13: Primary, Non-Contributory
 - CG 24 04 05 09: Waiver of Subrogation
- Commercial Auto Liability
 - CA 20 48 10 13: Designated Insured for Covered Autos Liability Coverage

Provider's and any and all Provider subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.

Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider's deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider's financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.

If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Provider's and any and all subcontractors' insurance is primary and will not seek contribution for any other insurance available to the district.

Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- : VII (financial strength:financial size), unless otherwise acceptable to the District

16. **SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the Provider will have limited contact with students.

Fingerprinting	Provider and its subcontractors are not required to comply with Education Code section 45125.1, Fingerprint certification requirements. All work shall be performed while under supervision of District staff.
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17. **PROTECTION OF WORK AND PROPERTY.** Provider and all of its subcontractors shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or work or of adjoining property, Provider is permitted,

Simi Valley Unified School District • Request for Proposals

without special instruction or authorization from the District, to act at its discretion to prevent such threatened loss or injury.

18. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

19. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding “Attorneys Fees” section, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the “Rules”). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys’ fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

20. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
21. **DOCUMENT RETENTION.** After Provider’s services to District conclude, Provider shall, upon the District’s request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider’s possession and/or control. If the District does not request District’s document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider

Simi Valley Unified School District • Request for Proposals

will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

22. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
23. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
24. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
25. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
26. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
27. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
28. **COUNTERPART EXECUTION; ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email and shall have the same legal effect as an "ink-signed" original.
29. **DEBARMENT, SUSPENSION OR INELIGIBILITY.** The Vendor acknowledges that District is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded from securing public contracts or whose principals are suspended, debarred, ineligible, or excluded from securing public contracts. Vendor certifies that neither it nor any of its owners, officers partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing public contracts.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Ron Todo
Associate Superintendent, Business & Facilities

Click here to enter PROVIDER NAME

By: _____
(Signature)

(Printed Name)

Title: _____

(Street Address)

(City, State, Zip Code)

(_____) (_____) _____
(Phone)

(Contact Person Email Address)

License Number (if applicable)

Please return one completed and wet-signed copy of this entire Service Agreement, along with insurance certificates and any other required documents to:

Simi Valley Unified School District
Attention: Purchasing Department
101 W. Cochran Street
Simi Valley, CA 93065

SCOPE OF WORK

RFP DEVELOPMENT FOR PROCUREMENT OF NEXT-GENERATION FIREWALL APPLIANCES

The goal for the upgrade is to modernize our Next-Generation Firewall appliances and leverage the newest hardware-based security currently available. We are currently running a pair of Palo Alto Networks PA-5060 NGFW appliances in high availability mode. The equipment is reaching end of life. The technical specifications provided are to be adhered to and are based on the current and future needs of the district. The proposal must include any necessary professional services to migrate our existing firewall configuration to the new solution, perform the cutover after normal working hours, and provide training on the proposed solution.

Source: Equipment must be sourced from an authorized distributor in the U.S. and drop shipped directly from OEM to Simi Valley USD upon receipt of purchase order. Equipment assembled/configured at reseller or other sites will not be accepted.

Lifespan: The hardware quoted by bidder in this RFP must not be declared as End of Life (EOL) or End of Support (EOS) by the OEM for a minimum of 5 years of the date of our Purchase Order/Contract Period.

In the event of supplied equipment being declared End of End of Life/End of Support prior to the 5 years from date of our Purchase Order/Contract Period, the bidder must replace the equipment with supported equipment having equivalent or higher configurations without any additional cost to Simi Valley Unified School District.

Warranty: Hardware, firmware, and drivers must be covered by OEM warranty for a minimum of 5 years.

Service-level Agreement (SLA): An SLA is to be included for a term of 5 years. The SLA must provide a minimum of next-business day parts replacement and next-business day on-site service; Monday through Friday 8:00 a.m. to 5:00 p.m., excluding regularly observed holidays.

Licensing and Subscriptions: All licensing and subscriptions must be for a period of 5 years.

Installation Services: Proposal must include necessary professional services to migrate our existing firewall configuration to the procured solution and perform the cutover after normal working hours.

Training: Proposal must include firewall management training on the firewall procured in this RFP.

Firewall Appliances: We need 2ea Next-Generation Firewall Appliances with the technical specifications outlined below.

Production NGFW Technical Specifications	
Firewall Make	Bidder to specify
Firewall Model	Bidder to specify
Form Factor	Rack mountable chassis with rack mounting kit and rails (Compatible with 4-post EIA 19-inch racks with square mounting holes)
Chassis	Single high-performance network security appliance
Integrated I/O	Minimum 4x 1GbE ports, 8x 10GbE SFP+ ports, and 4x 40GbE QSFP+ ports
High Availability Ports	2x 10GbE SFP+ HA ports per appliance
Out-of-band management port	1x 1GbE out-of-band management port

Simi Valley Unified School District • Request for Proposals

Console Port	1x 1GbE console port
Storage Type	Dual SSD
Storage Capacity	Minimum 200GB in RAID 1 array
High Availability Failover	High Availability hitless failover with session synchronization using path monitoring and interface monitoring
High Availability Configuration	Capable of Active/Active and Active/Passive HA Configuration
Throughput Calculation	Stated throughput calculations must be with all features turned on
NGFW throughput	Minimum 10Gbps
Threat protection throughput	Minimum 10Gbps
IPSec VPN throughput	Minimum 2Gbps
Maximum Concurrent Sessions (TCP)	Minimum 4,000,000
New sessions per second (TCP)	Minimum 120,000
Virtual systems included	10
Application Identification	Application identification for all traffic analysis
SSL Decryption	SSL Decryption with TLS v1.3 deep inspection for inbound and outbound traffic.
SSL Decryption sharing	Ability to share SSL Decryption with other devices such as 3 rd party content filtering
Network Traffic Analysis	Dedicated Network Processor
Content Traffic Analysis	Dedicated Content Processor
Deep Packet Inspection	Deep packet inspection at wire speed
Threat Protection Updates	Threat protection updates without impacting traffic flow
Dynamic Updates	Ability to automatically download and install advanced threat protection, anti-virus, and URL filter updates at a minimum of every 60 minutes 24x7
Zero Day Protection	Ability to update new identified external threats in near real time. Identify and block unknown attacks based on abnormal behavior or content
Interface Modes	L2, L3, and Virtual Wire
Routing Protocols	Support for OSPF v2/v3 with graceful restart, BGP with graceful restart, RIP, Bidirectional Forwarding Detection (BFD), and static routing
Routing Licensing	All supported routing protocols to be included in the licensing
Routing Policy	Policy-based routing
Internet Protocol Support	Support for both IPv4 and IPv6
IPsec VPN Key Exchange	Key Exchange: Manual key, IKE v1 (pre-shared key, certificate-based authentication)
IPsec VPN Encryption	Encryption: 3DES, AES-128, AES-192, AES-256
IPsec VPN Authentication	Authentication: MD5, SHA-1, SHA-256, SHA-384, SHA-512
VPN Client	Unlimited VPN clients without additional licensing
VLAN Support	Support for 802.1q VLAN tags per device/per interface
Link Aggregation	Support for Aggregate interfaces 802.3ad (LACP)
Network Address Translation (NAT)	Support for NAT modes (IPv4): static IP, dynamic IP, dynamic IP and port (port address translation). NAT64, dynamic IP reservation, tunable dynamic IP and port oversubscription

Simi Valley Unified School District • Request for Proposals

Reporting	Must include manual and automated reporting on traffic, bandwidth, applications, and users
Activity Dashboard	Graphical charts dashboard of traffic, bandwidth, applications, and user activity
Active Directory Integration	Active Directory integration for user identification, device authorization, and VPN authentication
Management Access	IP address filter to restrict firewall management access
Management Interfaces	Must offer management via user friendly GUI as well as CLI
Consolidated Management	Single pane of glass management GUI
Power Supply	Redundant hot-plug AC power, FCC Class A certified, 120V or 240V

RFP PREPARATION INSTRUCTIONS

THREE (3) copies of the RFP response shall be provided.

RFP response shall begin with a Cover Page identifying the vendor. Vendor may follow Cover Page with a brief company introduction.

Remainder of RFP response shall be INDEXED as follow:

- Section 1 Technical Specifications**
- Section 2 Service Level Agreement**
- Section 3 Warranty**
- Section 4 Professional Services**
- Section 5 Pricing**

PROPOSAL EVALUATION CRITERIA

Written proposals will be initially screened for completeness. Proposals that are not materially complete, in the District’s discretion, may not be evaluated further. Vendors who are not actively engaged in providing services of the nature proposed in this RFP, and/or who cannot clearly demonstrate to the satisfaction of the District their ability to satisfactorily provide the services in accordance with the RFP requirements, will not be considered any further. The remaining proposals will be evaluated using the following criteria, based upon the maximum total points of 100. The District reserves the right to conduct negotiations with any number of Vendors who submit qualifications determined to have the potential to be selected, as determined by the District, for entering into a contract. The District shall be the sole judge of the qualifications and services to be offered, and its decision shall be final.

- 1) **Adherence to Technical Specifications (0-50 points)**
- 2) **Service Level Agreement (0-10 points)**
- 3) **Warranty (0-5 points)**
- 4) **Professional Services (0-5 points)**
- 5) **Pricing (0-30 points)** - Lowest proposal price will receive the maximum Pricing points, with remaining proposals receiving the maximum Pricing points reduced by the same percentage that their proposal price exceeds the lowest proposal price. It is possible for Pricing points to be negative in the event that proposal price is more than twice the lowest proposal price.

NON-COLLUSION DECLARATION

STATE OF CALIFORNIA, COUNTY OF _____

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

1. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Vendor/Supplier is genuine and not collusive or sham.
3. The Vendor/Supplier has not directly or indirectly induced or solicited any other proposal respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Vendor, Supplier, or anyone else to put in sham proposal, or to refrain from responding.
4. The Vendor/Supplier has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the prices, or that of any other Vendor or Supplier, or to fix any overhead, profit or cost element of the prices or that of any other Vendor, Supplier, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. The Vendor/Supplier has not, directly or indirectly, submitted the prices 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, Vendor, or Supplier, depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Executed this _____ day of _____, 20____, at _____.
(City 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

Phone Number () _____

REFERENCES

Vendor/Supplier shall submit with this Request for Proposal, three (3) references, **preferably from California school districts or other government agencies** for which Vendor has provided similar sized technology products and services.

Reference #1

Purchasing Entity's Name: _____

Products/Services Provided: _____

Purchasing Entity's Address: _____

Purchasing Entity's Address: _____

Contact Name and Phone: _____

Contact Email: _____

Reference #2

Purchasing Entity's Name: _____

Products/Services Provided: _____

Purchasing Entity's Address: _____

Purchasing Entity's Address: _____

Contact Name and Phone: _____

Contact Email: _____

Reference #3

Purchasing Entity's Name: _____

Products/Services Provided: _____

Purchasing Entity's Address: _____

Purchasing Entity's Address: _____

Contact Name and Phone: _____

Contact Email: _____

CERTIFICATION - REQUEST FOR PROPOSAL

I certify that I have read the **Request for Proposal for Upgrade of the District’s Network Firewall, inclusive of ALL PAGES**, for the **Simi Valley Unified School District**, including without limitation, the Scope of Work, RFP Preparation Instructions, Proposal Evaluation Criteria, and that the Proposal submitted herewith is complete, accurate and fully complies with the requirements and specifications of the Request for Proposals. I further certify that I am authorized to commit the firm to the proposal submitted.

Proposal INCLUDES THE FOLLOWING ADDENDA (by addendum number): ____, ____, ____, ____,

Signature

Date

Typed or Printed Name

Telephone

Title

Fax

Company

Federal Tax I.D. Number

Address

Address

If you are responding to the proposal as a corporation, please provide your corporate seal here:

INSTRUCTIONS AND PROPOSAL CHECKLIST

INSTRUCTIONS

Read the entire Request for Proposals.

Complete the forms detailed in the Proposal Checklist below.

Return your proposal and required forms, as detailed in the checklist below, by the Proposal Submission Due Date.

PROPOSAL CHECKLIST

___ Proposal (Three copies)

___ Non Collusion Declaration

___ References

___ Certification INCLUDING receipt of addenda (if issued)