Request for Proposal

RFP 2027-16 - E-Rate Firewall Equipment Refresh

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QUICK REFERENCE PAGE

RFP Number……2027-16

RFP Name……E-Rate Firewall Equipment Refresh

RFP Posting and Official Notice……November 16, 2026

Second Notice……..November 23, 2026

Mandatory Pre-RFP Meeting (“Job Walk”)……..10:00am on December 3, 2026

Pre-RFP Meeting (“Job Walk”) Location……...Mt. Carmel High School

9550 Carmel Mountain Road, San Diego, CA 92129

Deadline for Questions or Inquiries……11:00am on December 18, 2026

Submit Questions to……District’s online bidding portal https://powayusd.cobblestone.software/gateway/

Final Addendum due……...3:00pm on December 22, 2026

RFP Packets due……3:00pm on January 15, 2027

License(s) Eligible to Submit Proposal

- CSLB Class B Contractor License (Class B must have Class C-7 Low Voltage Systems Contractor and/ or a Class C-10 Electrical Contractor License for work self-performed).

  OR

- CSLB Class C-7 Low Voltage Systems Contractor with a Class C-10 Electrical Contractor licenses. Additionally, the District requires proposers to hold the **highest partner status** with the proposed equipment manufacturer, and their staff must possess the **highest available technical certification** for the requested technology.

Estimated Date for Award of Contract……February 25, 2027

Number of Contracts to be Awarded ……One (1)

POWAY UNIFIED SCHOOL DISTRICT
NOTICE OF REQUEST FOR PROPOSALS

NOTICE IS HEREBY given that sealed proposals will be received by the Purchasing Department of the POWAY UNIFIED SCHOOL DISTRICT ("District") until 3:00pm on January 15, 2027, for performing all work necessary and incidental to:

"RFP 2027-16 E-Rate Firewall Equipment Refresh"

Bidders must register and submit bids electronically through the District's online bidding portal at https://powayusd.cobblestone.software/gateway/ no later than 3:00pm on January 15, 2027. Submissions must be provided electronically and are strongly encouraged to be submitted well in advance of the deadline to ensure successful upload to the online bidding portal. Bidders are solely responsible for confirming that their complete bid has been successfully uploaded prior to the deadline. Bids received after the specified time will not be accepted. All bids will be opened and the bid recap made available for public viewing immediately following the submission deadline on the District's online bidding portal.
Specifications may be examined and obtained at no charge from the district's online bidding portal: https://powayusd.cobblestone.software/gateway/.

The District is requesting proposals from qualified companies who meet or exceed the requirements stated within the proposal. The District plans to apply for E-Rate funding under this contract and as such requires all vendors participating in this opportunity to be registered with the Universal Service Administration Company, Schools and Libraries Division, E-Rate Program, prior to proposal submission. Vendor must maintain active status throughout the term of the contract.

The District operates a network refresh program that requires the replacement of aging network security and perimeter equipment. Unless otherwise specified, Palo Alto Networks is the preferred manufacturer for all listed parts. Equivalent manufacturers/part numbers may be proposed that meet or exceed the minimum requirements in this document. The vendor will deliver, install, configure, and support all firewall equipment at the Poway Unified School District Office MDF and remove the existing firewalls.

The Request for Proposal (RFP) requests proposals for:

A. Supply every firewall, power supply, optic, cable, rack kit, and subscription/license listed in Appendix A, with a 5-year term for all subscriptions and support
B. Stage, burn in, license, and label each firewall before delivery
C. Replicate the policy and configuration of each existing firewall on its replacement (including but not limited to security policies, NAT, zones, interfaces/VLANs, routing, VPN, authentication integration, logging, objects, groups, and decryption policies), load it before delivery, list any setting with no equivalent on the new platform, and give the District a side-by-side comparison to review before cutover
D. Install in the District Office MDF, connect uplinks and HA links, configure high availability and failover, validate throughput and failover behavior, and restore service
E. Migrate management, logging, and monitoring integrations (including but not limited to SNMP, syslog/SIEM, MDR/EDR feeds, centralized management)
F. Remove the existing firewalls

The vendor's proposal must include all labor and professional services required to complete the work described in this RFP and its exhibits, including staging, configuration, installation, and migration, so that the proposed price delivers a fully operational, supported solution. Labor, materials, or services not separately identified in the proposal but necessary to complete the work described in this RFP are the vendor's responsibility at no additional cost to the District.

Minimum performance requirement: The proposed firewall solution must sustain at least **100 Gbps of throughput with all of the following inline security features enabled concurrently**:

- **Advanced Threat Prevention** (or equivalent IPS, anti-malware, and anti-spyware)
- **Advanced WildFire** (or equivalent file and malware analysis, with file forwarding enabled)
- **Advanced URL Filtering** (or equivalent)
- **Advanced DNS Security** (or equivalent)
- **Advanced IP Defense** (or equivalent real-time IP reputation and direct-to-IP threat protection)
- **App-ID** application control and **User-ID**
- **SSL/TLS decryption** (inbound/outbound, as required)

Throughput figures must come from the manufacturer's published datasheet or documented test methodology, using a production-representative traffic mix. Raw "firewall-only" or UDP/large-packet figures will not be accepted. Vendors proposing a non-Palo Alto solution must identify the equivalent feature for each subscription listed in this section. Vendors must also identify the test conditions behind their claimed figure and list any subscriptions or features excluded from it.

Remote access capacity requirement: In addition, the proposed solution must provide a remote access VPN/ZTNA gateway supporting GlobalProtect clients (for Palo Alto Networks, licensed under the Prisma Access Agent gateway license, which includes GlobalProtect entitlement), or an equivalent solution, with the security features above applied to remote access traffic.

Architecture and interface requirements:

- Must inspect traffic using a single-pass architecture that performs application identification, IPS, anti-malware, anti-spyware, and file blocking in one pass without performance degradation.
- The physical appliance must provide native 40/100G QSFP28 interfaces, **with at least 2 ports available** for District use, compatible with the District's existing optical transceivers (PAN-QSFP28-100GBASE-SR4) or supplied with compatible, supported optics at no additional cost.
- Must be deployed as a high-availability pair in an active/passive configuration, with automatic failover and session synchronization. The 100 Gbps minimum performance requirement must be met by the surviving unit after failover.

Advanced threat prevention and sandboxing:

- Must provide inline machine-learning-based analysis to identify and block unknown zero-day exploits and command-and-control (C2) threats in real time.
- Sandbox analysis must detect evasive, sandbox-aware malware, using techniques such as bare-metal analysis or memory inspection, or equivalent.
- Must support inline file holding for unknown executable files until analysis completes, to block zero-day threats prior to delivery ("patient-zero" prevention).

Redundant power supplies: The proposed firewall(s) must be quoted with a complete, fully populated set of power supplies appropriate to the District's facility input voltage. The District's installation location is provisioned with low line (90V-140V, nominal 120VAC) power. For the Palo Alto Networks PA-5550, low line operation requires a minimum of three (3) active power supplies to operate the appliance, and the chassis supports a maximum of four (4). Accordingly, each PA-5550 must be quoted with four (4) hot-swappable AC power supplies installed, providing N+1 power redundancy (3+1). Vendors must include all power supplies and the associated power cords in the quoted price. Proposals that include fewer power supplies than the minimum required for the stated input voltage, or that omit the redundant supply, will be considered non-responsive. Vendors proposing equivalent equipment from another manufacturer must provide documentation showing the number of power supplies required to operate at the District's input voltage and the number required for N+1 redundancy. To support circuit-level redundancy, the power supplies shall be distributed across two independent circuits, with the first two connected to one circuit and the remaining two to a second.

Performance acceptance testing: At installation, the vendor must demonstrate that the installed solution meets the minimum performance requirement and remote access capacity requirement with all listed security features enabled, and must validate failover behavior, using a test method agreed with the District. The District may reject any equipment or configuration that does not meet these requirements, and the vendor must remediate or replace it at no cost to the District.

Subscription purchasing options: The District may purchase security subscriptions through **either** of the following options and will select the option that provides the best value at award:

- **Option 1: Pre-configured bundle plus required add-ons.** A manufacturer-offered bundle of security subscriptions, such as the Palo Alto Networks Precision AI Enterprise Bundle (Advanced Threat Prevention, Advanced WildFire, Advanced URL Filtering, Advanced DNS Security, Advanced SD-WAN, Device Security, and Advanced IP Defense), or the proposed manufacturer's equivalent, together with any required subscriptions not included in the bundle. If a vendor proposes a bundle that does not include Advanced IP Defense (such as the Precision AI Pro Bundle), Advanced IP Defense must be quoted as a separate line item.
- **Option 2: A la carte.** Any or all of the following subscriptions purchased individually:
    - Advanced Threat Prevention
    - Advanced WildFire
    - Advanced URL Filtering
    - Advanced DNS Security
    - Advanced SD-WAN
    - Advanced IP Defense
    - Device (IOT) Security

Required in all scenarios: A remote access gateway license supporting GlobalProtect (for Palo Alto Networks, the Prisma Access Agent gateway license, which entitles use of both the GlobalProtect app and Prisma Access Agent), or an equivalent remote access VPN/ZTNA gateway, is required under either option. The proposed solution must support the District's existing GlobalProtect clients. If the license is not included in the proposed bundle, the vendor must quote it as a separate line item for the same term as the bundle, and the District will purchase it in addition to the bundle. Vendors must not assume that bundle

selection removes this requirement. Vendors must disclose any cloud-hosted management components required to operate remote access and price them as separate line items.

Pricing requirements: Vendors must provide pricing for **both options** for 5-year terms, with separate line-item pricing for each individual subscription, for the remote access gateway license (GlobalProtect/Prisma Access Agent), and for each available bundle. Bundle pricing must list the subscriptions it includes. Vendors must identify any dependencies, minimum-purchase requirements, or required logging, management, or cloud-service licenses for each subscription (including Device Security and Advanced IP Defense), and any subscriptions that are not available individually. Required items must be priced as separate line items. Vendors must provide an itemized price sheet that separates components eligible for E-Rate discounts from ineligible components, in accordance with the current Eligible Services List. Pricing for any subscription not purchased at award must be held for 12 months so the District may add it later at the quoted rate, co-termed to the existing term.

Support and warranty:

- The vendor must guarantee full technical support and hardware warranty coverage when the proposed equipment is operated with the District's existing optics identified above, or supply compatible, supported optics at no additional cost.
- The vendor must provide options for (1) priority next-business-day or (2) 4-hour advance hardware replacement for the full subscription term.
- Proposed models must not have an announced end-of-sale date at the time of proposal and must be supported by the manufacturer for at least 5 years from the date of installation.

District responsibilities: Site access, maintenance window, rack space and power, and access to the existing firewalls and their current configurations.

The District intends to obtain maximum funding discounts under the Federal Communications Commission's E-Rate Program for eligible services and equipment procured as a result of this Proposal. Qualified vendors must provide their Service Provider Identification Number (SPIN) and Federal Registration Number (FCC-FRN) with the proposal. Vendors must be willing to work within the requirements of the E-Rate Program and must be able to provide all necessary documentation and apply billing per the terms of the E-Rate Program.

Any Proposer who wishes its proposal to be considered is responsible for making certain that its proposal is received in the Purchasing Office by the proper time. No physical, oral, telegraphic, facsimile, telephone proposals or modifications will be considered unless specified. Proposals received after the scheduled Request for Proposal ("RFP") submittal time will be returned unopened. Specifications may be examined and obtained at no charge from the district's online bidding portal at: https://powayusd.cobblestone.software/gateway/.

A mandatory Pre-RFP Meeting ("job walk") will be held at Mt. Carmel High School**,** located at 9550 Carmel Mtn. Rd., San Diego, CA 92129 on **Thursday, December 3, 2026, at 10:00am.**

All Proposers shall be a licensed contractor pursuant to the Business and Professional Code of the State of California and shall be licensed in the following classification: CSLB Class B Contractor License (Class B must have Class C-7 Low Voltage Systems Contractor and/ or a Class C-10 Electrical Contractor license for work self-performed) OR CSLB Class C-7 Low Voltage Systems Contractor and Class C-10 Electrical Contractor licenses. Additionally, the District requires proposers to hold the highest partner status with the proposed equipment manufacturer, and their staff must possess the highest available technical certification for the requested technology. It's preferred that each Proposer shall also have no less than 5 years' experience on projects comparable in size and scope.

Pursuant to provisions of Section 1770, et seq., of the Labor Code of the State of California, it shall be mandatory upon the Contractor to pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. Web rates can be found on the California Department of Industrial Relations web site at: www.dir.ca.gov/dlsr. In addition, the Contractor shall be responsible for compliance with the requirements of Section 1777.5 of the State Labor Code relating to apprentices on public works contracts.

The district reserves the right to reject any and all bids and to waive any irregularities or informalities in any bids or in the bidding. No bidder may withdraw their bid for a period of thirty (30) days after the date set for the opening of the bids. Any questions can be submitted through the district's electronic bidding portal: https://powayusd.cobblestone.software/gateway/.

Tim Dougherty
Clerk, Board of Education
Poway Unified School District
San Diego County, California

Publication: Daily Transcript
Publication Dates: November 16, 2026, November 23, 2026

INTRODUCTION & OVERVIEW

1. **BACKGROUND:** The Poway Unified School District ("District") is a public school district located in San Diego County, California. The District's territory includes communities in Poway and San Diego. The District serves approximately 35,000 students at 39 school sites.

2. **STATEMENT OF WORK**: The District is requesting proposals from qualified companies who meet or exceed the requirements stated within the proposal. The District plans to apply for E-Rate funding under this contract and as such requires all vendors participating in this opportunity to be registered with the Universal Service Administration Company, Schools and Libraries Division, E-Rate Program, prior to proposal submission. Vendor must maintain active status throughout the term of the contract.

The District operates a network refresh program that requires the replacement of aging network security and perimeter equipment. Unless otherwise specified, Palo Alto Networks is the preferred manufacturer for all listed parts. Equivalent manufacturers/part numbers may be proposed that meet or exceed the minimum requirements in this document. The vendor will deliver, install, configure, and support all firewall equipment at the Poway Unified School District Office MDF and remove the existing firewalls.

The Request for Proposal (RFP) requests proposals for:

A. Supply every firewall, high-availability peer, redundant power supplies (two per unit), optic, cable, rack kit, and subscription/license listed in Appendix A, with a 5-year term for all subscriptions and support
B. Stage, burn in, license, and label each firewall before delivery
C. As professional services, replicate the policy and configuration of each existing firewall on its replacement (including but not limited to security policies, NAT, zones, interfaces/VLANs, routing, VPN, authentication integration, logging, objects, groups, and decryption policies), load it before delivery, list any setting with no equivalent on the new platform, and give the District a side-by-side comparison to review before cutover
D. Install in the District Office MDF, connect uplinks and high-availability links, connect each power supply to a separate power circuit, configure high availability and failover, validate throughput and failover behavior through acceptance testing, and restore service.
E. Configure each purchased subscription according to the District's specifications, as described in Exhibit A
F. Migrate management, logging, and monitoring integrations (SNMP, syslog/SIEM, MDR/EDR feeds, centralized management, if applicable)

The vendor's proposal must include all labor and professional services required to complete the work described in this RFP and its exhibits, including staging, configuration, installation, and migration, so that the proposed price delivers a fully operational, supported solution. Labor, materials, or services not separately identified in the proposal but necessary to complete the work described in this RFP are the vendor's responsibility at no additional cost to the District.

Minimum performance requirement: The proposed firewall solution must sustain at least **100 Gbps of throughput with all of the following inline security features enabled concurrently**:

- **Advanced Threat Prevention** (or equivalent IPS, anti-malware, and anti-spyware)
- **Advanced WildFire** (or equivalent file and malware analysis, with file forwarding enabled)
- **Advanced URL Filtering** (or equivalent)
- **Advanced DNS Security** (or equivalent)
- **Advanced IP Defense** (or equivalent real-time IP reputation and direct-to-IP threat protection)

- **App-ID** application control and **User-ID**
- **SSL/TLS decryption** [inbound/outbound, as required]

Throughput figures must come from the manufacturer's published datasheet or documented test methodology, using a production-representative traffic mix. Raw "firewall-only" or UDP/large-packet figures will not be accepted. Vendors proposing a non-Palo Alto solution must identify the equivalent feature for each subscription listed in this section. Vendors must also identify the test conditions behind their claimed figure and list any subscriptions or features excluded from it.

Remote access capacity requirement: In addition, the proposed solution must provide a remote access VPN/ZTNA gateway supporting GlobalProtect clients (for Palo Alto Networks, licensed under the Prisma Access Agent gateway license, which includes GlobalProtect entitlement), or an equivalent solution, with the security features above applied to remote access traffic.

Architecture and interface requirements:

- Must inspect traffic using a single-pass architecture that performs application identification, IPS, anti-malware, anti-spyware, and file blocking in one pass without performance degradation.
- The physical appliance must provide native 40/100G QSFP28 interfaces, **with at least 2 ports available** for District use, compatible with the District's existing optical transceivers (PAN-QSFP28-100GBASE-SR4) or supplied with compatible, supported optics at no additional cost.
- Must be deployed as a high-availability pair in an active/passive configuration, with automatic failover and session synchronization. The 100 Gbps minimum performance requirement must be met by the surviving unit after failover.

Advanced threat prevention and sandboxing:

- Must provide inline machine-learning-based analysis to identify and block unknown zero-day exploits and command-and-control (C2) threats in real time.
- Sandbox analysis must detect evasive, sandbox-aware malware, using techniques such as bare-metal analysis or memory inspection, or equivalent.
- Must support inline file holding for unknown executable files until analysis completes, to block zero-day threats prior to delivery ("patient-zero" prevention).

Redundant power supplies: The proposed firewall(s) must be quoted with a complete, fully populated set of power supplies appropriate to the District's facility input voltage. The District's installation location is provisioned with low line (90V-140V, nominal 120VAC) power. For the Palo Alto Networks PA-5550, low line operation requires a minimum of three (3) active power supplies to operate the appliance, and the chassis supports a maximum of four (4). Accordingly, each PA-5550 must be quoted with four (4) hot-swappable AC power supplies installed, providing N+1 power redundancy (3+1). Vendors must include all power supplies and the associated power cords in the quoted price. Proposals that include fewer power supplies than the minimum required for the stated input voltage, or that omit the redundant supply, will be considered non-responsive. Vendors proposing equivalent equipment from another manufacturer must provide documentation showing the number of power supplies required to operate at the District's input voltage and the number required for N+1 redundancy. To support circuit-level redundancy, the power supplies shall be distributed across two independent circuits, with the first two connected to one circuit and the remaining two to a second.

Performance acceptance testing: At installation, the vendor must demonstrate that the installed solution meets the minimum performance requirement and remote access capacity requirement with all listed security features enabled, and must validate failover behavior, using a test method agreed with the District. The District may reject any equipment or configuration that does not meet these requirements, and the vendor must remediate or replace it at no cost to the District.

Subscription purchasing options: The District may purchase security subscriptions through **either** of the following options and will select the option that provides the best value at award:

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Required in all scenarios: A remote access gateway license supporting GlobalProtect (for Palo Alto Networks, the Prisma Access Agent gateway license, which entitles use of both the GlobalProtect app and Prisma Access Agent), or an equivalent remote access VPN/ZTNA gateway, is required under either option. The proposed solution must support the District's existing GlobalProtect clients. If the license is not included in the proposed bundle, the vendor must quote it as a separate line item for the same term as the bundle, and the District will purchase it in addition to the bundle. Vendors must not assume that bundle selection removes this requirement. Vendors must disclose any cloud-hosted management components required to operate remote access and price them as separate line items.

Pricing requirements: Vendors must provide pricing for **both options** for 5-year terms, with separate line-item pricing for each individual subscription, for the remote access gateway license (GlobalProtect/Prisma Access Agent), and for each available bundle. Bundle pricing must list the subscriptions it includes. Vendors must identify any dependencies, minimum-purchase requirements, or required logging, management, or cloud-service licenses for each subscription (including Device Security and Advanced IP Defense), and any subscriptions that are not available individually. Required items must be priced as separate line items. Vendors must provide an itemized price sheet that separates components eligible for E-Rate discounts from ineligible components, in accordance with the current Eligible Services List. Pricing for any subscription not purchased at award must be held for 12 months so the District may add it later at the quoted rate, co-termed to the existing term.

Support and warranty:

- The vendor must guarantee full technical support and hardware warranty coverage when the proposed equipment is operated with the District's existing optics identified above, or supply compatible, supported optics at no additional cost.
- The vendor must provide next-business-day / 4-hour advance hardware replacement for the full subscription term.
- Proposed models must not have an announced end-of-sale date at the time of proposal and must be supported by the manufacturer for at least 5 years from the date of installation.

District responsibilities: Site access, maintenance windows, rack space and power, written specifications for the configuration of purchased subscriptions, and access to the existing firewalls, their current configurations, and the existing logging and monitoring systems.

3. **TERM:** The contract period will be from July 1, 2027, through June 30, 2032. The Contractor shall complete all Work (as outlined within the Scope of Work and all other RFP documents).

4. **CONTRACTOR REQUIREMENTS:** The vendor must meet or exceed minimum qualification requirements as described herein. All submitted bids must provide, at a minimum, all requested information contained within the bid package. Any portion not included in the proposal may be cause for rejection by the District. The information should be organized as indicated in the proposal requirements. The District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the Bid.

All information submitted is to be considered public knowledge and will be subject to The Public Records Act or any other applicable laws.

5. **QUESTIONS CONCERNING RFP**: Any questions pertaining to this RFP are to be submitted District's online bidding portal https://powayusd.cobblestone.software/gateway/. Questions should be received no later than 11:00am on December 18, 2026. Any clarifications resulting from questions will be posted to the online bidding portal also uploaded to the Form 470. Questions received after 11:00am on December 18, 2026, will NOT be addressed

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PROPOSAL PREPARATION SPECIFICATIONS

COVER LETTER

Only the individual(s) authorized to bind the Respondent contractually may sign the cover letter, which shall be a part of the proposal package. If the cover letter is unsigned, PUSD will reject the proposal. The Poway Unified School District ("PUSD") may reject the proposal if the Respondent fails to include the following required information:

- Name of responding company.
- Organizational structure of the responding company (e.g., corporation, partnership, etc.).
- Respondent's Federal Employee Identification Number and Corporate Identification Number, if applicable.
- Respondent's name, title, address, phone number, and fax number, and the e-mail address of the representative who will be designated as the primary liaison to the PUSD.
- Name, title, phone number, and e-mail address of the representative(s) authorized to bind the Respondent in a contract.
- A statement expressing the Respondent's willingness to provide the products and services described in this RFP.
- A statement expressing the Respondent's ability to perform the services required in the Statement of Work (identified in the Introduction & Overview and Exhibit A Technical Specifications), including availability of staff and other required resources to meet all deliverables as described in this RFP.
- The following certification:

  "By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company."

PROPOSAL COMPONENTS

1. **Description of Firm(s):** Provide a brief description of your firm, as well as any other firms joining with your firm to provide services. This description should include a history of the firm(s) and a recent financial statement.

2. **Experience and Qualifications of Firm(s):** Provide a brief overview of your technical experience, qualifications, and background in providing and maintaining similar work, as outlined in the Request for Proposal, for similarly sized customers. Indicate the prior experience of your firm that you consider relevant to this contract. Include sufficient detail to demonstrate the relevance of such experience.

   If applicable, the successful vendor hereby agrees to bind every subcontractor by the terms and conditions of this Contract as far as such terms and conditions are applicable to the subcontractor(s) work. If the successful vendor subcontracts any part of this Contract, the successful vendor shall be as fully responsible to the District for acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by the successful vendor. Nothing contained in these Contract Documents shall create

any contractual relation between any subcontractor and the District.

Subcontractor Requirements: Any subcontractors performing services in connection with this contract must be fully listed and detailed in the proposal submitted by the vendors. State any work proposed to be provided by the subcontractor and provide evidence of each subcontractor's capability and willingness to conduct the work. Include descriptive information concerning the subcontractor's organization and abilities. Use the "Designation of Subcontractors" and "Designation of DVBE Subcontractors" forms to identify subcontractors. For each proposed subcontractor, include the firm name and address, Contractor's License number, management contact person, and a complete description of work to be subcontracted.

3. **Proposed Methodology for Providing Services:** Describe the methodology by which you would implement services for the District. Please include your implementation plans; the construction phase, if any; the time frame in which services will be implemented; any testing that will be required, and the changeover and how this will be implemented, keeping in mind the changeover cannot in any way disrupt instructional hours and may require after hours or weekend work. Also describe the process in which services can be scaled up in the event the District would need to upgrade the service levels to meet increased demands.

4. **Service Levels Provided:** If available, provide a copy of your Service Agreement. Also, describe how problems will be addressed, and include problem escalation procedures and restoration time periods for all services proposed. Also identify how billing will be incurred during the implementation process.

5. **References:** Provide information (for both current and completed projects) for your customers for whom your firm provided services similar in scope to those being proposed. The references should be local to the San Diego region. Provide the customer's business name, name of contact person, title, phone number, and email address of the individual at each reference site whom we can contact for information. Inform your references that we may be contacting them to discuss your performance if you are among those selected for consideration.

6. **Services:** Vendors must provide dedicated resources to assist with the implementation and serviceability of the account. Also, vendors must provide contact information for the handling and escalation of unresolved account issues. Escalation must extend beyond the assigned account team and include a minimum of three levels of management. All new service installations made during the term of the agreement shall terminate, at no additional cost to the District, upon expiration or termination of this agreement. Provide responses to the following questions and requests for information:

   A. Is a designated account executive assigned for implementation coordination, account maintenance, and review of problems? If so, specify how frequently accounts, including invoices, are reviewed by the account team?

   B. Is 24-hour customer service included? If so, please provide methods of access.

   C. Do you have a local office for service?

   D. Will the District's account team be located in San Diego for the duration of the contract?

   E. Do you have a single point of contact assigned for assistance, such as additions, changes, or billing questions?

F. What type of managerial reports are offered (i.e., by number, location, usage, availability, etc.)?

G. Can these managerial reports be customized?

7. **Costs and Pricing:** The "Request for Proposal Form" (see pages 46-47 of the RFP Submittal Packet) included herein must be used for this section and must be completed in its entirety. Provide all required information and all costs, including all applicable changeover charges, installation (if applicable), account set-up charges, fees, taxes, and surcharges. As outlined in the Terms & Conditions (Section 3, "TAXES"), Federal excise taxes are not applicable to public school districts. Also, the District does not pay late fees.

8. **Billing:** All billing/invoicing shall be in accordance with rates quoted herein. The District shall not be subject to charges not detailed or quoted herein. Vendor shall describe if a single account representative is available for billing assistance, and if so provide contact information. Describe available billing assistance.

   Vendor shall describe the methodology for resolving billing issues. The vendor will be responsible for identifying and correcting all errors in a reasonable timeframe. For billing errors identified by the District, vendor will provide adjustment of charges within two bill cycles of notification.

   Vendor must describe its policy regarding the issuing of credits. Are all credits applied as adjustments on future invoices, or may the District elect to receive a payment check if desired?

9. **Evidence of Responsibility:** Vendors shall submit, with their proposals, all necessary evidence showing their financial resources, experience in the type of work being required by the District, organization available for the performance of the work, and any other required evidence of qualifications to perform. The District shall consider such evidence before making its award decision. Failure to submit adequate evidence of the vendor's responsibility to perform may result in rejection of the proposal.

10. **Other Documents of Agreement:** Vendors submitting proposals that require the District to sign additional contractor agreement documents (.e.g., Service Agreements) must submit all such documents in their entirety and in original form with their Proposal. Documents not submitted with the Proposal will not be reviewed or signed by the District and will not constitute a part of this agreement. Furthermore, vendors shall note on such documents that the District's terms and conditions contained in this document take precedence over any and all conflicting language found in the vendor's documents.

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RFP SUBMITTAL REQUIREMENTS

1. **Number of Copies:** Each proposer must submit one (1) "electronic copy" via the District's online bidding portal https://powayusd.cobblestone.software/gateway/.

2. **Page Format:** The font size of the text included in the proposal must not be less than 11, and a proposal must be no more than 64 pages in total length, not including attachments, tab pages, dividers et cetera. The proposal should be submitted in the following order:

   A. Cover Letter first, followed by additional proposal components.

   B. The "Request for Proposal Form," including identifying pricing for services offered. The quotation sheets provided in this RFP must be used when submitting your proposal (no exceptions).

   C. The "Information Required of Proposers" form must be completed and included with the RFP submission.

   D. The Agreement and all District provided forms requiring signature or information, completed and submitted in numerical page order.

   E. Additional information provided by proposer, if desired (not to exceed six (6) pages).

3. **Method of Delivery:** Bidders must register and submit bids electronically through the District's online bidding portal at https://powayusd.cobblestone.software/gateway/ no later than 3:00pm on January 15, 2027. Submissions must be provided electronically and are strongly encouraged to be submitted well in advance of the deadline to ensure successful upload to the online bidding portal. Bidders are solely responsible for confirming that their complete bid has been successfully uploaded prior to the deadline. Bids received after the specified time will not be accepted. All bids will be opened and the bid recap made available for public viewing immediately following the submission deadline on the District's online bidding portal. Specifications may be examined and obtained at no charge from the district's online bidding portal: https://powayusd.cobblestone.software/gateway/.

4. **Responsibility for Delivery of Proposals:** Each proposer shall be solely responsible for ensuring that their proposal is received by the District prior to the deadline specified in this RFP. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the proposer unopened.

5. **Deadline for Submitting Responses:** The deadline for submitting proposals in response to the RFP is the date and time set forth on the "Quick Reference Page" and the "Notice to Proposers" of this RFP.

EVALUATION & SELECTION PROCESS

1. **District's Discretion:** The purpose of this RFP is to assist the District in selecting an experienced and qualified vendor based on price and overall evaluation, as determined by the District in its sole discretion. Therefore, the District has and shall retain the sole discretion to implement any methods or procedures for selection of a vendor as the District deems appropriate in order to secure the most cost-effective solution for the District. Without limiting the foregoing, such procedures may include review of proposals and interviews of one or more prospective vendors by a review and selection committee composed of any of the Districts employees, officials of other public agencies, consultants, community members and/or others. The District reserves the right to request additional information and/or clarifications from any or all vendors that respond to this RFP.

2. **Timing for Selection:** The District anticipates awarding the contract by February 25, 2027, with the goal of entering into an agreement to fulfill the requirements of the District. However, the District reserves the right, in its sole discretion and at any time prior to entering into any such agreement, to alter its anticipated scheduling as related to selection of a prospective vendor.

3. **Evaluation Criteria:** The criteria set forth on page 15-16, will be the basis for which the District makes its award, with price being most heavily weighted factor in the decision. Not all of the criteria set forth in the evaluation to determine the best fit for the District can be completely objective. The District will make its determination based on the best interests of its students, faculty, staff, and business operations of the District. The District's decision will be final. Each proposal will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Vendors may also provide any and all recommendations for consideration such as installation, maintenance, support, and design that are relevant to the total solution to the District's needs.

4. **Screening and Evaluation of Proposals:** Each vendor's proposal will be subjected to an evaluation and selection process. The first stage will begin with a review of the response to the proposal. A proposal must meet all mandatory modules/functions to be considered.

   Proposals not meeting mandatory requirements, or found to be incomplete, will not be considered. Proposals not deemed within the competitive range will not be considered. The District may disqualify any vendor for any reason without explanation.

   The District may choose to ask clarification questions in writing, and include the additional information gathered in the process.

   Evaluation and rating of the responses will be based on:

   - Information provided by the vendor in their response.
   - Information provided by the vendor in response to the District clarification questions.
   - Information from reference checks.

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Proposals will be rated on the following:

Evaluation Factors	Maximum Points
E-Rate Eligible Cost/Pricing - Costs of services provided on Request for Proposal Form, with the lowest price receiving the highest point value.	35
Methodology - Changeover and implementation plan for providing services, the type of technology that will be used, and the transition process, and process to upgrade services.	25
Strength of Vendor and References - Financial soundness, stability, qualifications, and depth of knowledge of the vendor's staff, acceptability of the references presented by the vendor and whether the vendor is local or in-state.	15
Experience and Knowledge - Experience in providing, installing, and maintaining services for customers. Your experience in dealing with public school districts located within San Diego County, especially those you have worked with in relation to Firewall Refresh Programs, and your role in providing assistance when needed.	15
Service Level - The District will consider and rate the quality of the Contractor's billing capabilities, account support team, response time in installation, repair and restoration of service handling, and resolution of billing issues/problems.	10
Total Points	**100**

In its discretion, the Governing Board may award a contract for the project to a responsive vendor, or may reject all proposals and may, but is not required to, re-post the project. If the Governing Board awards a contract for this proposal, it will be to the vendor who secured the highest evaluation based on the factors identified in the information provided by the Proposers. If two or more responsive vendors' proposals receive the same highest evaluation, the District shall determine the successful vendor by means of drawing a name out of a hat.

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TERMS & CONDITIONS

1) **PROPOSALS:** Proposals to receive consideration shall be made in accordance with the following terms and conditions:

   A. Proposals must be made using the proposal form(s) obtained from the District's online bidding portal. Proposal forms shall be completed by writing in ink or by typewriter/word processor. Proposals are to be verified before submission as they cannot be corrected after proposals are opened. The signature of all people signing shall be in longhand by authorized signatory personnel of your company. The completed form shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered. No oral or telegraphic modifications will be considered.

   B. Before submitting a proposal, proposers shall carefully read the specifications and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations and shall include in the proposal a sum to cover the cost of all items included in the Contract. No allowance will be made because of lack of such examination or knowledge.

   C. The decision as to acceptability of items rests solely with the District staff. Proposer shall submit complete information on the services stated in proposal form. Failure to do so may nullify the proposal. Any questions or concerns regarding the specifications must be called to the attention of the District prior to 11:00am on December 18, 2026.

   D. Submissions must be provided electronically and are strongly encouraged to be submitted well in advance of the deadline to ensure successful upload to the online bidding portal. Bidders are solely responsible for confirming that their complete bid has been successfully uploaded prior to the deadline. Bids received after the specified time will not be accepted. All bids will be opened and the bid recap made available for public viewing immediately following the submission deadline on the District's online bidding portal. Specifications may be examined and obtained at no charge from the district's online bidding portal: https://powayusd.cobblestone.software/gateway/.

2) **PRICES:** Pricing is to be submitted on the enclosed Request for Proposal Form, included in this RFP packet. Corrections may be inserted prior to the proposal opening. Changes must be made in ink and initialed by the person signing the proposal or by his/her authorized representative.

3) **TAXES:** For the purposes of this RFP, any applicable taxes, fees, or government surcharges shall be itemized separately. Federal excise taxes are not applicable to public school districts.

4) **RFP NEGOTIATIONS:** A proposal to any specific requirement of the Request for Proposal with terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive to that specific item and may render the entire proposal non-responsive and subject to rejection.

5) **ADDENDA OR BULLETINS:** Any addenda or bulletins issued by the District during the time of the proposal process or forming a part of the documents issued to the proposer for the preparation of its proposal shall be covered in the proposal and shall be made a part of the Contract. Any additions or corrections will be addressed in the form of an addendum(s) which will be posted to the District's online bidding portal and uploaded to the Form 470.

6) **MODIFICATIONS OR WITHDRAWALS OF PROPOSALS:** Proposer's authorized representative may withdraw proposal only by written request received by the Purchasing Department before the proposal submittal deadline. Proposer may not amend proposal after the closing date and time, unless as a result of negotiations commenced by the District.

7) **DISQUALIFICATION OF PROPOSER:** If there is reason to believe that collusion exists among the Proposers, the District may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, will make, file or be interested in more than one proposal for the same work unless alternate proposals are solicited. Certain criteria such as lack of certifications have been indicated herein as potential causes for disqualification; awards will be to the highest ranked Proposer, after elimination of disqualified or nonresponsive RFPs. To be eligible for evaluation, a proposal must adhere strictly to the format set forth in this RFP; failure to do so may result in disqualification. Any potential Proposer found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. Failure to provide three references is also a disqualification factor.

8) **NON-COLLUSION AFFIDAVIT:** All vendors submitting a proposal in response to the Notice for Proposal are required to sign the Non-Collusion Affidavit contained herein and submit it with their proposal.

9) **AWARD OR REJECTION OF PROPOSALS:** The Contract will be awarded to the successful vendor based on the selection criteria outlined in this request for proposals. The Poway Unified School District, however, reserves the right to reject any/or all proposals, to accept or reject any one or more items of a proposal, and to waive any informality or irregularity in the proposals or in the proposal process. If a proposal fails to conform to requirements set forth in the Notice of Request for Proposals, or any of the other Contract Documents (including, without limitation, if the District determines that the proposal is unintelligible, internally inconsistent, or ambiguous), the District may reject the proposal as not responsive to the Notice of Request for Proposals. The District may, but is not required to, seek information from any vendor that may resolve an ambiguity in the vendor's proposal.

10) **WITHDRAWAL OF PROPOSALS AFTER OPENING:** No vendor may withdraw its proposal for a period of thirty (30) days after the date set for the opening thereof.

11) **AGREEMENT:** The form of Agreement, which the successful vendor, as "Contractor," will be required to execute, is included in the contract documents and should be carefully examined by the vendor. The Agreement (including all modifications thereof and duly incorporated therein) will be executed in two (2) original counterparts. The complete Contract consists of the following documents (i.e., the "Contract Documents"): Notice of Request for Proposals, Introduction and Overview, Proposal Preparation Specifications, RFP Submittal Requirements, Evaluation and Selection Process, Terms and Conditions, Technical Specifications, Plans and Drawings, Request for Proposal Form, E-Rate Supplemental Terms and Conditions, Designation of Subcontractors, Non-Collusion Affidavit, Iran Contracting Act Certification, Certification Regarding Debarment, Criminal Background Investigation/Fingerprinting Certification, Contractor Certifications, Addenda and the Purchase Order (if applicable). All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, and transportation necessary for the proper delivery of all products and services called for in the Contract.

12) **INTERPRETATION OF DOCUMENTS:** If any vendor submitting a proposal for the proposed Contract is in doubt as to the true meaning of any part of the plans, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings or specifications, the vendor may submit a request for an interpretation or correction thereof to Lauren Holt, Senior Buyer at lholt@powayusd.com.

Any questions or concerns regarding the specifications must be called to the attention of the District prior to 11:00am on December 18, 2026.

It is the vendor's responsibility to verify existing conditions. Information shown on drawings, which describe existing conditions, has been obtained from the best available sources, but cannot be guaranteed as accurate in all aspects. The vendor must verify all such information prior to submitting its proposal and again prior to work affected by existing conditions.

Any interpretations or corrections of the contract documents will be made only by Addendum duly issued and a copy of such addendum(s) will be posted on the District's online bidding portal and uploaded to the Form 470. The District will not be responsible for any other explanations or interpretations of the contract documents. Any Addenda issued during the proposal period or forming a part of the documents loaned to the vendor for the preparation of its proposal, shall be made a part of the Contract.

13) **DISTRICT RIGHTS:** The District reserves the right to accept or reject all proposals when the rejection is in the best interest of the District, such as when no proposal is deemed to be cost-effective or when conditions significantly change such as due to unexpectedly low enrollment. The District also reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable pricing and terms that the Proposer is able to propose. District reserves the right to award some, all, or none of the products and services sought herein; if your proposal does not allow for selection of a subset of line items or minor variations in the quantities required, please clearly indicate these limitations.

The District may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the services described in this RFP. Furthermore, the District reserves the right to:

a) Reject any or all of the Proposals.
b) Cancel the entire RFP.
c) Issue subsequent RFPs.
d) Remedy errors in the RFP.
e) Reduce the scope of work if in the best interest and at the sole discretion of the District.
f) Appoint evaluation committees to review proposals.
g) Seek the assistance of technical experts to review proposals.
h) Approve or disapprove of the use of particular subcontractors and suppliers.
i) Establish a short list of Proposers eligible for discussions, clarifications, or interviews.
j) Negotiate with any, all, or none of the Proposers.
k) Solicit best and final offers from all, some, or none of the Proposers.
l) Award a contract to one or more (or none) of the Proposers.
m) Accept other than the lowest priced proposal.
n) Waive informalities and irregularities in proposals.
o) Award a contract without discussions or negotiations.
p) Disqualify Proposers upon evidence of collusion.

14) **VENDORS INTERESTED IN MORE THAN ONE PROPOSAL:** No person, firm or corporation shall be allowed to make or file or be interested in more than one proposal for the same work, unless alternate proposals are called for. A person, firm or corporation submitting a sub-proposal to a proposer, or who has quoted prices on materials to a proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers. No person, firm, or corporation shall be allowed to submit a proposal who has participated in the preparation of any of the specifications for described in this Contract; a proposal by such a person, firm or corporation shall be determined to be nonresponsive.

15) **ASSIGNMENT OF CONTRACT:** No assignment by the successful firm of any contract to be entered into hereunder or any part thereof, or of funds to be received thereunder by the successful firm, will be recognized by the District unless such assignment has had the prior written approval of the District and the surety has been given due notice of such assignment in writing and has consented thereto in writing.

16) **TERMINATION OF CONTRACTS AND PURCHASE ORDERS:** The District reserves the right to terminate all purchase orders or contracts with due cause by giving a ten (10) calendar day written notice or may terminate without cause by giving a thirty (30) calendar day written notice. Due cause for termination of contract shall include, but not be limited to, failure to provide services required within a reasonable time period, and/or for reasons of unsatisfactory service. Purchase orders or contracts which extend in fiscal years beyond the terms of agreement will automatically terminate if the District does not provide appropriate funds for the goods and/or services under the purchase order or contract.

17) **WORKERS' COMPENSATION:** In accordance with the provisions of Sections 3700 of the Labor Code, the successful vendor shall secure the payment on compensation to its employees. The successful vendor shall sign and file with the District the following certificate prior to performing the work under this Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certification is included as part of the Contract Documents. Each vendor shall sign the certificate and submit it with its sealed proposal.

18) **HOLD HARMLESS:** The successful vendor agrees to defend and hold harmless the District, its Governing Board, officers, directors, agents, employees, and independent contractors, individually and collectively, from and against all costs, expenses, losses, claims, demands, suits actions, payments, judgments (including legal and attorney fees), or other liabilities of any nature, arising from death, personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above-named persons that (a) occur in connection with the performance of the professional services set forth herein by the successful vendor or any of its officers, employees, agents, or subcontractors; or (b) arise from any act, omission, or breach by the successful vendor or any of its officers, employees, agents, or subcontractors in connection with the professional services set forth herein. The successful vendor further agrees to provide a Certificate of Insurance for liability coverage and limits acceptable to the District.

19) **INSURANCE:** The successful vendor shall maintain adequate insurance to protect itself and the District from claims for damages or personal injury, including but not limited to, death, damage to property and loss of property, and from claims under Workers' Compensation Acts, which may arise from operations under a contract with the District. The successful vendor shall be required to file the following proof of such insurance with the District prior to receiving authorization to proceed on a contract. The effective and expiration dates of the Contractor's insurance policies shall correspond with the effective and expiration dates of the Contract.

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For Contracts up to $500,000 the following limits apply:	Contractor	Subcontractor
Comprehensive General Liability Insurance with a combined single limit occurrence of not less than:	$1,000,000	$1,000,000
Project Specific Aggregate (for this project only)	$2,000,000	$2,000,000
OR		
Commercial General Liability and Property Damage Insurance (including automobile insurance) which provides limits of not less than:		
a) Per occurrence (combined single limit)	$1,000,000	$1,000,000
b) Project Specific Aggregate (for this project only)	$2,000,000	$2,000,000
c) Products/Completed Operations	$1,000,000	$1,000,000
d) Personal & Advertising Injury limit	$1,000,000	$1,000,000

For Contracts from $500,000 - $1 Million the following limits apply:	Contractor	Subcontractor
Comprehensive General Liability Insurance with a combined single limit occurrence of not less than:	$2,000,000	$2,000,000
Project Specific Aggregate (for this project only)	$3,000,000	$3,000,000
OR		
Commercial General Liability and Property Damage Insurance (including automobile insurance) which provides limits of not less than:		
a) Per occurrence (combined single limit)	$2,000,000	$2,000,000
b) Project Specific Aggregate (for this project only)	$3,000,000	$3,000,000
c) Products/Completed Operations	$2,000,000	$2,000,000
d) Personal & Advertising Injury limit	$2,000,000	$2,000,000

For Contracts greater than $1 Million the following limits apply:	Contractor	Subcontractor
Comprehensive General Liability Insurance with a combined single limit occurrence of not less than:	$3,000,000	$3,000,000
Project Specific Aggregate (for this project only)	$5,000,000	$5,000,000
OR		
Commercial General Liability and Property Damage Insurance (including automobile insurance) which provides limits of not less than:		
a) Per occurrence (combined single limit)	$3,000,000	$3,000,000
b) Project Specific Aggregate (for this project only)	$5,000,000	$5,000,000
c) Products/Completed Operations	$3,000,000	$3,000,000
d) Personal & Advertising Injury limit	$3,000,000	$3,000,000

Additional Certificate Holder: Any general liability policy provided by the Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees, and volunteers of District the State Allocation Board, if applicable the architect and the architect's consultants, individually and collectively, as additional insured.

The following Item 1 must appear in the "Certificate Holder" box located at the bottom of the Certificate of Insurance. In addition, the Poway Unified School District must be listed as additionally insured on the insurance endorsement page. Please refer to Item 2 for the required language.

Item 1
Poway Unified School District
Attn: Risk Management
13626 Twin Peak Road
Poway, Ca 92064

Item 2
"Poway Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

Insurance Covering Special Hazards: The following special hazards shall be covered by riders or riders to above-mentioned commercial liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance, in amounts as follows:

- Automotive and truck, where operated, in automobile amounts above.
- Material hoist, where used, in automobile amounts above.

Workers Compensation Insurance: Statutory Coverage according to Labor Code Section 3700.

20) CONFLICTS CHECK: The District reserves the right, before any contract award is made, to require any firm to whom it may make a contract award, to do a conflict's check and disclose all actual and potential conflicts to the District. In the event a conflicts check is required, the District will provide a list of major vendors doing a significant amount of business with the District. The potential contractor must disclaim in writing about any conflict of interest. Furthermore, the District reserves its rights to reject the selected firm if its conflicts check reveal actual conflicts and go to the next preferred firm.

21) FILING OF A PROTEST: Proposers may file a "protest" of a bid with the district's Director of Purchasing. In order for a proposer's protest to be considered, the protest must:

A. Be filed in writing within two (2) business days of the Notification of Award Recommendation. Failure to file a timely bid protest shall constitute a proposer's waiver of his/her right to protest the award of the contract;

B. Clearly identify the specific irregularity or accusation;

C. Clearly identify the specific district staff determination or recommendation being protested;

D. Specify, in detail, the grounds of the protest and the facts supporting the protest; and

E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected.

If the protest is considered, the district's Director of Purchasing, or other designated district staff member, shall review the basis of the protest and all relevant information. The Director of Purchasing will provide a written decision to the protestor. The protestor may appeal the decision of the Superintendent or his/her designee, the Assistant Superintendent, Business Services.

22) METHOD OF AWARD AND EVALUATION: The award of the Contract will be made as one lot, to the responsive vendor whose proposal is evaluated by the District's selection team. The evaluation, selection and award decision of the District shall be final. Each vendor's proposal will be subjected to an evaluation and selection process. The first stage will begin with a review of the response to the proposal. A proposal must meet all mandatory modules/functions to be considered.

Proposals not meeting mandatory requirements, or found to be incomplete, will not be considered. Proposals not deemed within the competitive range will not be considered. The District may disqualify any vendor for any reason without explanation. The District may choose to ask for clarification in writing, and include the additional information gathered in the process.

Evaluation and rating of the responses will be based on:

- Information provided by the vendor in their response.
- Information provided by the vendor in response to the District clarification questions.
- Information from reference checks.

In its discretion, the Governing Board may award a contract for the project to a responsive vendor, or may reject all proposals and, but is not required to, repost the project. If the Governing Board awards a contract for this proposal, it will be to the vendor who secured the highest evaluation based on the factors identified in the information provided by the Proposers. If two or more responsive vendors' proposals receive the same highest evaluation, the District shall determine the successful vendor by means of drawing a name out of a hat.

23) AWARDING FOR DATA PROCESSING SYSTEMS AND SUPPORTING SOFTWARE: Public Contract Code section 20118.1 authorizes school districts to acquire computer hardware and software as follows:

"The governing board of any school district may contract with an acceptable party who is one of the three lowest responsible proposers for procurement or maintenance, or both, of electronic data-processing systems and supporting software in any manner the board deems appropriate." (Pub. Contract Code, § 20118.1; Ed. Code, § 81645.)

24) CLARIFICATION OF PROPOSAL: The District reserves the right to contact any and all firms submitting proposals for the purpose of clarifying any issues related to the proposal submitted. Each proposal must identify one contact person authorized to interpret the proposal. The contact person must be available to answer questions via telephone between 7:30am - 4:00pm, from January 15, 2027, through January 25, 2027.

25) PREPARATION OF PROPOSAL: Each proposal should be prepared simply and economically, and should provide a straightforward, concise description of the vendor's ability to meet the requirements of the RFP. Bindings, colored displays, promotional material, etc., will receive no evaluation credit. Emphasis should be on completeness and clarity of content.

Cost of preparation of the response to the RFP is solely the responsibility of the contractor. The District accepts no liability or responsibility whatsoever for the cost of the preparation or presentation of the proposal.

26) NEWS RELEASES: News releases pertaining to the RFP or the services, study, data, or project to which it relates will not be made without the prior written approval of the District. No results of the program are to be released without prior written approval of the District.

27) **INDEPENDENT PRICE DETERMINATION:** By submission of a proposal, the vendor certifies, and in the case of a joint proposal, each party thereto certifies as its own organization, that in connection with this proposal:

A. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor; and

B. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to award directly or indirectly to any other proposer or to any competitor; and

C. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

D. Each person signing the proposal certifies that he/she:

i. Is the person in the vendor's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to Item 27 (A), (B), or (C) above; or

ii. Is not the person in the vendor's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to 27 (A), (B), or (C) above.

28) **DELIVERY OF BONDS, CERTIFICATES, ETC.:** Unless not required and/ or otherwise specified herein, the successful vendor shall, within seven (7) calendar days after notice by the District, sign and deliver all bonds (if required), certificate of insurance, and other required documents. In the event the vendor, to whom an award is made, fails or refuses to deliver such documents, the District may reject the vendor's proposal and may award the contract to the next responsible vendor or may reject all proposals and call for new proposals.

29) **EQUAL OPPORTUNITY EMPLOYER:** The District is an Equal Opportunity Employer. The vendor, in submitting its proposal certifies that it is an Equal Opportunity Employer and certifies that it is in compliance with the Civil Rights Act of 1964, the California Fair Employment & Housing Act, and all other applicable federal and state laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.

30) **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The vendor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment & Housing Act beginning with California Government Code § 12940 et seq. and Labor Code Section 1735. In addition, the vendor agrees to require like compliance by any subcontractors employed to perform any work or services on the Contract.

31) **FINGERPRINTING OF DISTRICT CONTRACTORS:** Upon notification of award, the successful vendor shall comply with all fingerprinting requirements under law and contract, including but not limited to the requirements of Education Code sections 45125.1 and 45125.2.

32) **TOBACCO-FREE DISTRICT:** The District prohibits the use of tobacco, whether smoked or smokeless on any District property.

33) DESIGNATION OF SUBCONTRACTORS:

As required pursuant to the Subletting and Subcontracting Fair Practices Act, each bidder shall submit with its bid a list of the names, license numbers, Department of Industrial Relations ("DIR") registration numbers, if the project is a public works project in excess of twenty-five thousand dollars ($25,000.00) or a maintenance project in excess of fifteen thousand dollars ($15,000.00), and locations of the places of business of each subcontractor that will perform work or labor or render service to the bidder in or about the project, or that, under subcontract to the bidder, will specially fabricate and install a portion of the work, in an amount in excess of one-half of one percent (.5%) of the total amount of the proposer's bid. A bidder may not list more than one subcontractor for any one portion of the work. A bidder that fails to list a subcontractor for any portion of the work represents that it is fully qualified for and shall perform such work using its own forces. If the bid documents require the bidder to submit alternate bids and the bidder intends to use different or additional subcontractors for the alternates, the bidder must submit a separate list of subcontractors for each such alternate. A bidder shall submit the lists of subcontractors only on the form included in the bid documents.

34) PUBLIC WORKS: If completion of this contract requires a service provider provide products and services which will increase the scope of this RFP and cause it to become subject to public works bidding requirements to the extent the project is considered to be a public works project, it will be subject to all applicable provisions of the Public Contract Code, Labor Code, and other laws, regulations, rules and other governmental requirements relating to public works construction, including, without limitation, requirements for payment of prevailing wages, and the successful vendor shall be required to know and comply with any and all such applicable requirements.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the successful vendor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the successful vendor, without further acknowledgement by the parties.
Pursuant to Labor Code sections 1725.5 and 1771.1, if the project is a public works project in excess of $25,000 or a maintenance project in excess of $15,000, all contractors and subcontractors that wish to propose on, be listed in a proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No proposal will be accepted, nor any contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Proposer, and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Proposer shall sign and submit with its proposal the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Proposer non-responsive. In addition, each Proposer shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

35) PREVAILING WAGES: The Proposer to which the District awards a contract for the Project, and each of that Proposer's subcontractors of any tier, shall be required to pay not less than the general prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract ("Prevailing Wages"). The successful Proposer must retain copies of certified payrolls for a minimum of five years from the date of completion and submit the at the request of the District or its authorized agent. A copy of the per-diem rates of Prevailing Wages shall be posted at the site of the Project. Rates are available at http://www.dir.ca.gov/dlsr/pwd/index.htm.

36) **DIR REGISTRATION:** If applicable, no contractor or subcontractor may be listed on a proposal or be awarded a contract for a public works project unless they are registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions under Labor Code section 1771.1(a)]. This project is subject to compliance monitoring, electronic certified payroll records reporting and enforcement by the Department of Industrial Relations.

37) **LICENSING REQUIREMENTS:** Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all proposers must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the District shall consider any proposal submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the District shall reject the Proposal. The District shall have the right to request, and Proposers shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Proposer and each of the Proposer's subcontractors, before awarding the Contract.

    Any contractor participating in this opportunity shall be licensed in the following classification: CSLB Class B Contractor License (Class B must have Class C-7 Low Voltage Systems Contractor and/ or a Class C-10 Electrical Contractor License for self-performance work) OR CSLB Class C-7 Low Voltage Systems Contractor and Class C-10 Electrical Contractor licenses. Additionally, the District requires proposers to hold the highest partner status with the proposed equipment manufacturer, and their staff must possess the highest available technical certification for the requested technology.

38) **AWARD OF CONTRACT:** The District reserves the right to reject any and all proposals, to contract work with whomever and in whatever manner the District decides, to terminate the RFP and any documents associated with the RFP, including but not limited to a Letter of Intent/Letter of Agreement, in its sole discretion at any time, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interests of the District may require. The District reserves the right to make an award of this contract at any time up to 90 days from the date of RFP opening.

39) **DISTRICT INSPECTION:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Awardee from any obligation to fulfill this contract. Defective items shall be made good by the Awardee, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Awardee shall immediately remedy such defects in a manner satisfactory to the District.

40) **CONTACT WITH GOVERNING BOARD:** Agents of any company, or any related associates, are prohibited from making any direct or indirect contact with any board member during the proposal process on any project on which the agent intends to or has submitted a proposal. Any agent, or associate, violating this policy shall be deemed disqualified from this contract opportunity. Should such contact become known after the contract is awarded and the entity was deemed the successful vendor, the Board reserves the right to cancel any contract awarded.

41) **PRIVACY:** The District will open and review proposals privately to assure confidentiality and to avoid disclosure of the contents to competing vendors prior to and during the review and evaluation process. The District, may, upon applicable request, disclose any proposal to the extent it is a public record in accordance with California law.

42) GOVERNING LAW AND VENUE: In the event of litigation, the RFP documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

43) THE CONTRACT: The vendor to whom the award is made shall be required to enter into a written contract with the District. The specifications and the vendor's proposal will be attached to and become a part of the final contract document.

44) 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 similar. The District's requests for proposals seek 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 any project, to be included under the general umbrella of compatible product lines and are thus specifically included in the District's contract document.

45) REQUEST FOR SUBSITUTITONS (PRIOR TO SUBMITTAL OF INITIAL PROPOSAL): Requests to substitute any product or material, or to deviate from project specifications must be submitted to Purchasing Department no later than 11:00am on December 18, 2026. A decision will be rendered and issued to all potential proposers on the addenda no less than seventy-two (72) hours prior to the proposal deadline. When requested, Proposers shall submit properly marked samples of each such article (on which proposal is made) to:

Poway Unified School District
Attention: Gabriel O. Gador, Jr.
Assistant Director of Information Technology, Infrastructure
Technology Support Services
15250 Avenue of Science
San Diego, CA 92128

46) PRODUCT SUBSTITUTION (DURING CONTRACT PERIOD): This contract does NOT allow for product substitution without written authorization from the District. If during the course of the contract there is a product or material change, the Awardee shall not automatically substitute product. Awardee shall submit specifications and/or a sample (upon request), for approval prior to any future shipment. If the new item is accepted, all other terms, conditions, and prices shall remain in effect. No substitutions shall be made without prior written permission by the District.

END OF TERMS AND CONDITIONS

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EXHIBIT A

TECHNICAL SPECIFICATIONS

The Poway Unified School District ("District") operates a district-wide network that connects classrooms, offices, wireless access points, phones, and other devices at District school and business sites. The District's firewalls sit at the center of this network, inspecting and controlling the traffic that moves between District sites, the Internet, and cloud services, and securing remote access for District staff. The need for a reliable and secure network grows in importance given the greater number of online tools and resources in our 1:1 Chromebook environment, in addition to a growing number of District managed staff computers, all of which depend on the District's network. Because so much of this traffic crosses the District's perimeter, the firewalls must deliver high performance with advanced security protections enabled, protect student, staff, and District data from evolving threats, and remain available with minimal disruption to instruction and operations.

The shared technologies and services administered and supported by the District include:

- Existing 1:1 student Chromebook program for approximately 30,000 students
- District management of more than 35,000 student and staff devices
- Electronic collaboration systems, including Google Workspace and Office 365
- Network connectivity for 41 District school and business sites
- Centralized Internet access and perimeter security for District sites through the District Office firewalls, including threat prevention, DNS security, and SSL/TLS decryption
- Remote access VPN for District staff using GlobalProtect
- Existing Palo Alto Networks firewalls deployed in an active/passive high-availability pair at the District Office MDF

The purpose of this RFP is to address the following:

- The District is soliciting proposals for next-generation firewall infrastructure and installation at the District Office MDF, as described in this Exhibit A.
- Supply of the firewalls, high-availability peer, subscriptions and support (5-year term), optics, redundant power supplies (two per unit), and cables listed in Appendix A, with staging, burn-in, licensing, and labeling of each unit before delivery.
- Removal of the existing firewalls and the installation and configuration of equivalent replacement firewalls in a high-availability configuration, including validation of failover behavior.
- Replication of the configuration of each existing firewall on its replacement (including but not limited to security policies, NAT, zones, interfaces/VLANs, routing, VPN, authentication integration, logging, objects, groups, and decryption policy), with a side-by-side comparison for District review before cutover. The vendor must list any setting with no equivalent on the new platform.
- The proposed firewalls must sustain at least 100 Gbps of throughput with the inline security features specified in this Exhibit A enabled concurrently and must provide the remote access capacity and high-availability configuration specified in this Exhibit A. Performance will be validated by acceptance testing at installation.
- Migration of management, logging, and monitoring integrations (SNMP, syslog/SIEM, MDR/EDR feeds) and remote access services to the new firewalls.
- The new firewalls will be managed on premises. Cloud management of the firewalls is not required. Vendors must identify any cloud-hosted components required to operate any proposed feature (including remote access) and price them separately.

Before work begins, the vendor must obtain installation approval from the District's Assistant Director of Information Technology, Infrastructure, Technology Support Services (TSS), and provide a written installation and cutover plan that includes the schedule, test plan, and rollback plan. Work may be

phased (for example, installing and validating the standby unit before cutover). Because the cutover affects network connectivity for the District, disruptive work must be scheduled in a District-approved maintenance window outside instructional hours, school or business unit events, and state testing periods. The vendor will communicate with District staff as needed throughout the project.

The list and quantity of the firewalls, subscriptions, and accessories required by the District is in Appendix A.

Minimum performance requirement: The proposed firewall solution must sustain at least **100 Gbps of throughput with all of the following inline security features enabled concurrently**:

- Advanced Threat Prevention (or equivalent IPS, anti-malware, and anti-spyware)
- Advanced WildFire (or equivalent file and malware analysis, with file forwarding enabled)
- Advanced URL Filtering (or equivalent)
- Advanced DNS Security (or equivalent)
- Advanced IP Defense (or equivalent real-time IP reputation and direct-to-IP threat protection)
- App-ID application control and User-ID
- SSL/TLS decryption (inbound and outbound)

Throughput figures must come from the manufacturer's published datasheet or documented test methodology, using a production-representative traffic mix. Raw "firewall-only" or UDP/large-packet figures will not be accepted. Vendors proposing a non-Palo Alto solution must identify the equivalent feature for each subscription listed in this document. Vendors must also identify the test conditions behind their claimed figure and list any subscriptions or features excluded from it.

The proposed platform must run a software release that supports the full feature set of each listed subscription (for Palo Alto Networks Advanced IP Defense, PAN-OS 12.2.3 or later)

Remote access capacity requirement: In addition, the proposed solution must provide a remote access VPN/ZTNA gateway supporting **GlobalProtect** clients (for Palo Alto Networks, licensed under the **Prisma Access Agent gateway license**, which includes GlobalProtect entitlement), or an equivalent solution, with the security features above applied to remote access traffic. Vendors must state the datasheet or documented test basis for these figures.

Architecture and interface requirements:

- Must inspect traffic using a single-pass architecture that performs application identification, IPS, anti-malware, anti-spyware, and file blocking in one pass without performance degradation.
- The physical appliance must provide native 40/100G QSFP28 interfaces, with at least [X] ports available for District use, compatible with the District's existing optical transceivers (PAN-QSFP28-100GBASE-SR4) or supplied with compatible, supported optics at no additional cost.
- Must be deployed as a high-availability pair in an active/passive configuration, with automatic failover and session synchronization. The 100 Gbps minimum performance requirement must be met by the surviving unit after failover.

Advanced threat prevention and sandboxing:

- Must provide inline machine-learning-based analysis to identify and block unknown zero-day exploits and command-and-control (C2) threats in real time.
- Sandbox analysis must detect evasive, sandbox-aware malware, using techniques such as bare-metal analysis or memory inspection, or equivalent.
- Must support inline file holding for unknown executable files until analysis completes, to block zero-day threats prior to delivery ("patient-zero" prevention).

Redundant power supplies: The proposed firewall(s) must be quoted with a complete, fully populated set of power supplies appropriate to the District's facility input voltage. The District's installation location is provisioned with low line (90V-140V, nominal 120VAC) power. For the Palo Alto Networks PA-5550, low line operation requires a minimum of three (3) active power supplies to operate the appliance, and the chassis supports a maximum of four (4). Accordingly, each PA-5550 must be quoted with four (4) hot-swappable AC power supplies installed, providing N+1 power redundancy (3+1). Vendors must include all power supplies and the associated power cords in the quoted price. Proposals that include fewer power supplies than the minimum required for the stated input voltage, or that omit the redundant supply, will be considered non-responsive. Vendors proposing equivalent equipment from another manufacturer must provide documentation showing the number of power supplies required to operate at the District's input voltage and the number required for N+1 redundancy. To support circuit-level redundancy, the power supplies shall be distributed across two independent circuits, with the first two connected to one circuit and the remaining two to a second.

Performance acceptance testing: At installation, the vendor must demonstrate that the installed solution meets the minimum performance requirement and remote access capacity requirement with all listed security features enabled, and must validate failover behavior, using a test method agreed with the District. The District may reject any equipment that does not meet these requirements, and the vendor must remediate or replace it at no cost to the District.

Professional services: The vendor must provide all professional services required to deliver a fully operational, supported solution, included in a single fixed price as described under Pricing requirements. At a minimum, these services include:

1. **Configuration conversion and migration.** The vendor will convert or migrate the configuration of each existing firewall to its replacement, including but not limited to security policies, NAT, zones, objects, groups, interfaces/VLANs, routing, VPN and remote access, authentication integration, logging, and decryption policy. For a replacement from a different manufacturer, this includes translating policy and objects to the new platform. The vendor will load the converted configuration before delivery, identify any setting with no equivalent on the new platform, and provide a side-by-side comparison for District review and written approval before cutover.
2. **Installation and cutover.** The vendor will rack, cable, power, and connect the new firewalls (including the high-availability links and separate power circuits), configure high availability and failover, perform the cutover during a District-approved maintenance window, and restore service in accordance with the installation and cutover plan.
3. **Removal of existing equipment.** After the District confirms stable operation, the vendor will remove the existing firewalls, and record serial numbers.
4. **Subscription configuration.** For every security subscription the District purchases, the vendor will configure and enable the service according to the District's specifications, including profiles, policies, logging, and alerting. Before configuration begins, the vendor will hold a design review with District staff to confirm those specifications. The vendor will also configure the solution according to the manufacturer's current security best practices, and identify any deviation from them for District approval.
5. **Integration and validation.** The vendor will connect management, logging, and monitoring integrations, validate each purchased subscription and feature after cutover, and deliver the validated performance test report, as-built documentation, and an updated asset inventory.
6. **Post-cutover support.** The vendor will provide on-call engineering support for [30] days after cutover to resolve configuration issues at no additional cost.

Subscription purchasing options: The District may purchase security subscriptions through **either** of the following options and will select the option that provides the best value at award:

- **Option 1: Pre-configured bundle plus required add-ons.** A manufacturer-offered bundle of security subscriptions, such as the Palo Alto Networks Precision AI Enterprise Bundle

(Advanced Threat Prevention, Advanced WildFire, Advanced URL Filtering, Advanced DNS Security, Advanced SD-WAN, Device Security, and Advanced IP Defense), or the proposed manufacturer's equivalent, together with any required subscriptions not included in the bundle. If a vendor proposes a bundle that does not include Advanced IP Defense (such as the Precision AI Pro Bundle), Advanced IP Defense must be quoted as a separate line item.

- **Option 2: A la carte.** Any or all of the following subscriptions purchased individually:
  - Advanced Threat Prevention
  - Advanced WildFire
  - Advanced URL Filtering
  - Advanced DNS Security
  - Advanced SD-WAN
  - Advanced IP Defense
  - Device Security (IoT/OT)

Required in all scenarios: A remote access gateway license supporting **GlobalProtect** (for Palo Alto Networks, the Prisma Access Agent gateway license, which entitles use of both the GlobalProtect app and Prisma Access Agent), or an equivalent remote access VPN/ZTNA gateway, is required under either option. The proposed solution must support the District's existing GlobalProtect clients. If the license is not included in the proposed bundle, the vendor must quote it as a separate line item for the same term as the bundle, and the District will purchase it in addition to the bundle. Vendors must not assume that bundle selection removes this requirement. Vendors must disclose any cloud-hosted management components required to operate remote access and price them as separate line items.

Pricing requirements: Vendors must provide pricing for both options for 5-year terms, with separate line-item pricing for each individual subscription, for the remote access gateway license (GlobalProtect/Prisma Access Agent), and for each available bundle. Bundle pricing must list the subscriptions it includes. Vendors must identify any dependencies, minimum-purchase requirements, or required logging, management, or cloud-service licenses for each subscription (including Device Security and Advanced IP Defense), and any subscriptions that are not available individually. Required items must be priced as separate line items. Vendors must provide an itemized price sheet that separates components eligible for E-Rate discounts from ineligible components, in accordance with the current Eligible Services List. Professional services (one-time charges) must be priced as a single, fixed, all-inclusive price covering all labor and services listed under Professional services. The vendor must break that price into (a) services related to E-Rate-eligible components and (b) services related to ineligible components, including configuration of advanced security subscriptions, and must state the basis for the allocation. Pricing for any subscription not purchased at award must be held for 12 months so the District may add it later at the quoted rate, co-termed to the existing term.

Support and warranty:

- The vendor must guarantee full technical support and hardware warranty coverage when the proposed equipment is operated with the District's existing optics (PAN-QSFP28-100GBASE-SR4), or supply compatible, supported optics at no additional cost.
- The vendor must provide [next-business-day / 4-hour] advance hardware replacement for the full subscription term.
- Proposed models must not have an announced end-of-sale date at the time of proposal and must be supported by the manufacturer for at least [5] years from the date of installation.

District responsibilities: Site access, maintenance windows, rack space and power, written specifications for the configuration of purchased subscriptions, and access to the existing firewalls, their current configurations, and the existing logging and monitoring systems.

SEE APPENDIX A

FOR DETAILED SPECIFICATIONS FOR ELIGIBLE SITES

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APPENDIX A

TECHNICAL SPECIFICATIONS FOR E-RATE "ELIGIBLE" SITES				
Site	**Part Number (or Approved Equivalent)**	**Description**	**Manufacturer (or Approved Equivalent)**	**QTY**
Poway Unified District Office				
	PAN-PA-5550-AC	**Palo Alto Networks PA-5550 with redundant AC power supplies**	**Palo Alto**	**2**
	PAN-SVC-PREM-5550-5YR	**PA-5550, Premium support, 5 years (60 months) term**	**Palo Alto**	**2**
	PAN-PA-5550-BND-PRECISIONAI-5YR	**PA-5550, Precision AI Network Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advance DNS Security, Advanced SD-WAN, AIPD and Device Security), 5 years (60 months) term**	**Palo Alto**	**2**
	PAN-PA-5550-PAA-5YR	**PA-5550, Prisma Access Agent subscription, 5 years (60 months) term.**	**Palo Alto**	**2**
		Taxes @ 7.75%		

EXHIBIT B

POWAY UNIFIED SCHOOL DISTRICT

PRODUCT SUBSTITUTION REQUEST FORM - INSTRUCTIONS

INSTRUCTIONS:

1. **During the proposal process, the Poway Unified School District will consider written substitution requests received via the District's online bidding portal by 11:00am on December 18, 2026**. Requests received after that time **will not** be considered.
2. Submit requests on a copy of the attached Substitution Request Form.
3. Prepare separate requests for each product. Combined requests **will be rejected**.
4. In making substitution request(s), the Proposer/Contractor represents:
   a. They have personally investigated the proposed product or method and determined that it is equal or superior in all respects to that specified in the Proposal.
   b. They will provide the same guarantee for substitution as for product or method specified in the Proposal.
   c. They will coordinate installation of accepted substitution into Work, making such changes as may be required for Work to be completed in all respects.
   d. They waive all claims for additional costs related to substitutions which consequently become apparent.
5. All accepted substitutions will be confirmed by inclusion in an Addendum. A decision will be rendered and issued to all potential Proposers in addenda no less than seventy-two (72) hours prior to the Proposal deadline.

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EXHIBIT B

POWAY UNIFIED SCHOOL DISTRICT

PRODUCT SUBSTITUTION REQUEST FORM

Proposal Name & Number:_____

Vendor Name:_____

Address:_____

E-Mail / Phone:_____

Specified Item/Product: _____

PROPOSED SUBSTITUTION: Attached data includes manufacturer's product description, specifications, drawings, photographs, performance, and test data, and include one (1) sample adequate for evaluation of the request including identification of applicable portions.

Attached data also includes the description of changes to Contract Documents and the requirements of the proposed substitution for proper installation.

The undersigned certifies the following items, unless modified by attachments, are correct:

1. Proposed substitution does not affect dimensions shown (only if supplied with Proposal Documents).
2. Undersign pay for changes to building/equipment design, including engineering design, detailing, and proposed substitution has no adverse effect on other trades, construction and/ or installation schedule, or specified warranty requirements.
3. Maintenance and service parts are available locally or are readily obtainable for the proposed substitution.

The undersigned further certifies function, appearance, and quality of proposed substitution are equivalent or superior to specified item(s).

Undersign agrees if this page is reproduced, terms and conditions for substitution(s) found in Proposal Documents apply to this proposed substitution.

Request Submitted by: _____

Signed by: _____

REVIEW AND ACTION (*For use by PUSD staff only*):

☐ Substitution approved - Substitution approved as noted
☐ Substitution rejected - Use specified materials.
☐ Substitution Request received too late - Use specified materials.

Signed _____ Date: _____

EXHIBIT C

PUSD SITE ADDRESS LIST

High Schools

Abraxas High School	12450 Glen Oak Road, Poway, CA 92064
Del Notre High School	16601 Nighthawk Lane, San Diego, CA 92127
Mt. Carmel High School	9550 Carmel Mountain Road, San Diego, CA 92129
Poway High School	15500 Espola Road, Poway, CA 92064
Rancho Bernardo High School	13010 Paseo Lucido, San Diego, CA 92128
Westview High School	13500 Camino Del Sur, San Diego, CA 92129

Middle Schools

Bernardo Heights Middle School	12990 Paseo Lucido, San Diego, CA 92128
Black Mountain Middle School	9353 Oviedo Street, San Diego, CA 92129
Meadowbrook Middle School	12320 Meadowbrook Lane, Poway, CA 92064
Mesa Verde Middle School	8375 Entreken Way, San Diego, CA 92129
Oak Valley Middle School	16055 Winecreek Road, San Diego, CA 92127
Twin Peaks Middle School	14640 Tierra Bonita Road, Poway, CA 92064

Elementary Schools

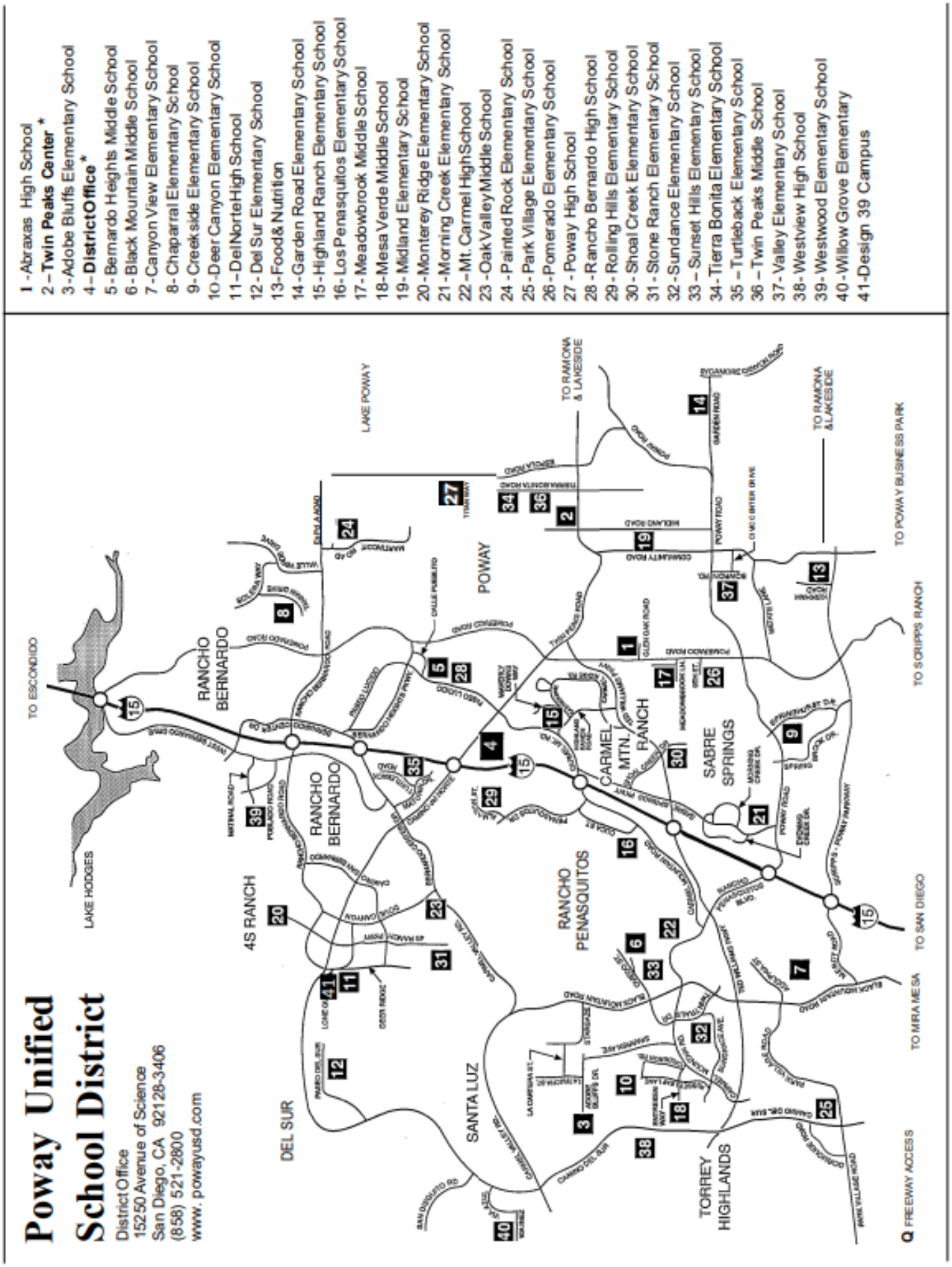
Adobe Bluffs Elementary School	8707 Adobe Bluffs Drive, San Diego, CA 92129
Canyon View Elementary School	9225 Adolphia Street, San Diego, CA 92129
Chaparral Elementary School	17250 Tannin Drive, Poway, CA 92064
Creekside Elementary School	12362 Springhurst Drive, San Diego, CA 92128
Deer Canyon Elementary School	13455 Russet Leaf Lane, San Diego, CA 92129
Del Sur Elementary School	15665 Paseo Del Sur, San Diego, CA 92127
Garden Road Elementary School	14614 Garden Road, Poway, CA 92064
Highland Ranch Elementary School	14840 Waverly Downs Way, San Diego, CA 92128
Los Penasquitos Elementary School	14125 Cuca Street, San Diego, CA 92129
Midland Elementary School	13910 Midland Road, Poway, CA 92064
Monterey Ridge Elementary School	17117 4S Ranch Parkway, San Diego, CA 92127
Morning Creek Elementary School	10925 Morning Creek Drive S, San Diego, CA 92128
Painted Rock Elementary School	16711 Martincoit Road, Poway, CA 92064
Park Village Elementary School	7930 Park Village Road, San Diego, CA 92129
Pomerado Elementary School	12321 Ninth Street, Poway, CA 92064
Rolling Hills Elementary School	15255 Penasquitos Drive, San Diego, CA 92129
Shoal Creek Elementary School	11775 Shoal Creek Drive, San Diego, CA 92128
Stone Ranch Elementary School	16150 4 S Ranch Parkway, San Diego, CA 92127
Sundance Elementary School	8944 Twin Trails Drive, San Diego, CA 92129
Sunset Hills Elementary School	9291 Oviedo Street, San Diego, CA 92129
Tierra Bonita Elementary School	14678 Tierra Bonita Road, Poway, CA 92064
Turtleback Elementary School	15855 Turtleback Road, San Diego, CA 92127
Valley Elementary School	13000 Bowron Road, Poway, CA 92064
Westwood Elementary School	17449 Matinal Road, San Diego, CA 92127
Willow Grove Elementary School	14727 Via Azul, San Diego, CA 92127

K-8 School

Design 39 Campus	17050 Del Sur Ridge, San Diego, CA 92127

District Facilities

District Office	15250 Avenue of Science, San Diego, CA 92128
Twin Peaks Center	13626 Twin Peaks Road, Poway, CA 92064


1 - Abraxas High School
2 – Twin Peaks Center *
3 - Adobe Bluffs Elementary School
4 – District Office *
5 - Bernardo Heights Middle School
6 - Black Mountain Middle School
7 - Canyon View Elementary School
8 - Chaparral Elementary School
9 - Creekside Elementary School
10 - Deer Canyon Elementary School
11 - Del Norte High School
12 - Del Sur Elementary School
13 - Food & Nutrition
14 - Garden Road Elementary School
15 - Highland Ranch Elementary School
16 - Los Penasquitos Elementary School
17 - Meadowbrook Middle School
18 - Mesa Verde Middle School
19 - Midland Elementary School
20 - Monterey Ridge Elementary School
21 - Morning Creek Elementary School
22 - Mt. Carmel High School
23 - Oak Valley Middle School
24 - Painted Rock Elementary School
25 - Park Village Elementary School
26 - Pomerado Elementary School
27 - Poway High School
28 - Rancho Bernardo High School
29 - Rolling Hills Elementary School
30 - Shoal Creek Elementary School
31 - Stone Ranch Elementary School
32 - Sundance Elementary School
33 – Sunset Hills Elementary School
34 - Tierra Bonita Elementary School
35 – Turtleback Elementary School
36 – Twin Peaks Middle School
37 - Valley Elementary School
38 - Westview High School
39 - Westwood Elementary School
40 - Willow Grove Elementary
41 - Design 39 Campus
Poway Unified School District
District Office
15250 Avenue of Science
San Diego, CA 92128-3406
(858) 521-2800
www.powayusd.com
TO ESCONDIDO
LAKE HODGES
LAKE POWAY
RANCHO BERNARDO
POWAY
TO RAMONA & LAKESIDE
TO POWAY BUSINESS PARK
TO SCRIPPS RANCH
4S RANCH
CARMEL MTN. RANCH
SABRE SPRINGS
RANCHO PENASQUITOS
DEL SUR
SANTA LUZ
TORREY HIGHLANDS
TO MIRA MESA
TO SAN DIEGO
FREEWAY ACCESS

ATTACHMENT 1

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between the Poway Unified School District, a school district organized and existing under the laws of the State of California ("District"), and_____ ("Contractor") for:

RFP 2027-16 E-Rate Firewall Equipment Refresh

In consideration of the mutual covenants contained in this Agreement, the District and Contractor agree as follows:

1. THE CONTRACT DOCUMENTS: The complete contract consists of the following Contract Documents, which are hereby incorporated by this reference:

   - Notice of Request for Proposals
   - Introduction & Overview
   - Proposal Preparation Specifications
   - Submittal Requirements
   - Evaluation & Selection Process
   - Terms & Conditions
   - Technical Specifications
   - Plans & Drawings
   - Product Substitution Request Form
   - Agreement
   - Addenda
   - E-Rate Supplemental Terms & Conditions
   - Request for Proposal Form
   - Designation of Subcontractors
   - Non-Collusion Affidavit Form
   - Iran Contracting Act Certification
   - Certification Regarding Debarment
   - Criminal Background Investigation/Fingerprinting Certification
   - Contractor Certifications
   - Any other documents contained in or incorporated into the Agreement

   The Contract Documents shall include all modifications duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the "Contract Documents" or the "Contract."

1. CONTRACT TERM: the term of this Agreement shall commence upon execution of this agreement by all parties and shall continue through acceptance by the District of all required work and final payment to Contractor. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement. The initial term of this Agreement shall be from July 1, 2027, through June 30, 2032.

3. SERVICES, MATERIALS AND SUPPLIES: The Contractor agrees to furnish the service or services, the item or items of the stated proposal listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the Specifications and other Contract Documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said Contract before date of delivery. It is understood by the Contractor that all items or service will be promptly delivered to the District.

4. CONTRACT PRICE: The District shall pay the Contractor for full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including any applicable sales, use or other taxes or costs, the sum of which is based on the amounts stipulated on the accepted proposal.

5. PAYMENTS. The Contractor shall submit a detailed invoice that includes, at a minimum, the purchase order number and detailed list of the item(s) ordered, which shall also be provided in duplicate at the time of delivery. District shall pay Contractor the full amount of each invoice within thirty (30) days of receipt. Contractor shall furnish District with a recap of items upon request.

6. TERMINATION FOR DEFAULT: If Contractor fails or neglects to supply or deliver any of the goods, articles, or service at the prices named in the Contract Documents, the District may, without further notice or demand, cancel and rescind this Contract or may purchase said goods, supplies, or services elsewhere, and hold Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of Contractor in performing any of the terms and conditions of this Contract. It is specifically agreed that time shall be of the essence of this Agreement.

   The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

7. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may, in its sole discretion, apply such withheld amounts or amounts to the payment of such claims.

8. EXTRA OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the Contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

   The estimated cost of a proposed change shall be established in one or more of the following methods:

   A. By an acceptable lump sum proposal from the Contractor.
   B. By unit prices agreed upon by the District and the Contractor.

   No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and the District provides its written consent.

9. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon full execution of this Agreement by the parties. The Contractor is obligated to perform the Contract completely and satisfactorily within the time period(s) specified in the Contract Documents.

10. THE DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall remedy such defect in a manner satisfactory to the District.

11. REMOVAL OF REJECTED ITEMS: All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District and shall be replaced by satisfactory items.

12. PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either Party the Contract shall be physically amended to make such insertion or correction.

13. HOLD HARMLESS: Contractor agrees to defend and hold harmless the Poway Unified School District, its Governing Board, officers, directors, agents, employees, and independent contractors, individually and collectively, from and against all costs, expenses, losses, claims, demands, suits actions, payments, judgments (including legal and attorney fees), or other liabilities of any nature, arising from death, personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above-named persons that (a) occur in connection with the performance of the professional services set forth herein by the Contractor or any of its officers, employees, agents, or subcontractors; or (b) arise from any act,

omission, or breach by the Contractor or any of its officers, employees, agents, or subcontractors in connection with the professional services set forth herein. The foregoing shall include, without limitation, all claims, demands, actions, liens, judgments, damages, losses, costs or expenses, or other liabilities incurred by reason of:

(a) Liability for (a) death or bodily injury to persons; (b) damage or injury to, loss (including theft), or loss of use of, any property; (c) any failure or alleged failure to comply with any provision of law or the contract documents; or (d) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work or services called for in the Contract Documents.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with the work or services covered by the contract documents, whether said injury or damage occurs either on or off the District's property.

(c) Any dispute between the Contractor and any Subcontractor, supplier, surety or other party, including, without limitation, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any subcontractor or material suppliers of any tier or any other person employed in connection with the work or services, and/or filing of any stop payment notice or mechanic's lien claims.

(d) Breach of any warranty, express or implied.

(e) Failure of the Contractor or its subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement.

(f) Products installed in or used in connection with the work or services performed.

(g) This obligation to defend, indemnify, and hold harmless includes any actions by third parties under Labor Code section 2810.

14. ATTORNEYS' FEES: If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the Contract Documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.

15. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, and OR AGENT OF THE DISTRICT: While engaged in conducting and complying with the terms and conditions of this Contract, the Contractor is an independent contractor and is not an officer, employee, or agent of the District.

16. INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Information to Proposers. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor.

    The Contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

17. CONDITIONAL PROPOSAL: The District reserves the right to reject any proposal which imposes conditions or terms on purchases which were not specified in the original proposal document.

18. NON-FUNDING OF E-RATE: The District's obligation to procure services provided under this Contract is contingent upon Poway Unified School District receiving a fully funded E-Rate Funding Commitment Decision

Letter (FCDL) for each year of eligible services. No termination liability penalties will apply if either E-Rate money discounts are denied, reduced, or discontinued.

19. NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Governing Board for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

20. TERMINATION: This Agreement may be terminated by the District upon thirty (30) days written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this Contract.

21. AUTHORITY TO EXECUTE: The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition, and covenant of the Contract Documents.

22. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Contractor, by execution of this Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date set forth above.

CONTRACTOR:_____	**POWAY UNIFIED SCHOOL DISTRICT**
Signature:_____	Signature:_____
Name:_____	Name:_____
Title: _____	Title:_____
License No:_____	

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ATTACHMENT 2

PERFORMANCE BOND

THAT WHEREAS, Poway Unified School District (hereinafter referred to as "District") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **RFP 2027-16 E-Rate Firewall Equipment Refresh** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law, or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents.

(2) Obtain a proposal or proposals for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Proposer,

arrange for a Contract between such Proposer, the Surety, and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents; or

(3) Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a Proposal from Contractor for completion of the Project if the DISTRICT, when declaring the Contractor in default, notifies Surety of the District’s objection to Contractor’s further participation in the completion of the Project.

The Surety, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20____.

Contractor / Principal _____

Name _____

By (Signature of Contractor) _____

Surety:

By (Attorney in Fact) _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____. (The above must be filled in by corporate attorney.)

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 Representative for Service of Process in California) _____

_____

_____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
DISTRICT OF _____)

On this ____ day of _____, in the year 20___, before me, _____, a Notary Public in and for said state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the _____ (Surety) thereto and his own name as Attorney-In-Fact.

_____ Notary Public in and for the State of California.

Commission Expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

Name of Contractor (Print or Type) _____

Signature _____

Print Name _____

Title _____

Subscribed and sworn before me this _____ day of _____, 20_____

_____ Notary Public in and for the State of California.

Commission Expires: _____

ATTACHMENT 3

PAYMENT BOND

WHEREAS, the Poway Unified School District (hereinafter designated as the "District"), by action taken or a resolution passed _____, 20__ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **RFP 2027-16 E-Rate Firewall Equipment Refresh** (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

WHEREAS, by the terms of the Contract Documents, and in accordance with California Civil Code sections 9550 et seq., the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work on the Project ("Bond"); and

WHEREAS, the term "Claimant" shall refer to any of the persons described in California Civil Code section 9100, who provide or furnish labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard to whether such labor, materials or services were sold, leased, or rented.

NOW THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the District in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

The condition of the obligation is such that if the Principal, or its subcontractors, heirs, executors, administrators, successors or assigns fail to pay (1) any Claimant, (2) amounts due under the Unemployment Insurance Code with respect to Work or labor performed on the Project, or (3) amounts required to be deducted, withheld, and paid to the Employment Development Department from the wages of employees of the Principal and its subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the Work and labor, then Surety will pay for the same in an amount not to exceed the sum specified above and, if an action is brought to enforce the liability on the Bond, the Surety shall pay such reasonable attorneys' fees as fixed by the court, as set forth in Civil Code section 9554.

If the Principal promptly, fully, and faithfully makes payment to any Claimant for all labor, materials or services used or required for use in the performance of the Work, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the District of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, one (1) of this instrument, which shall for all purposes be deemed unoriginal thereof, has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal (Property Name of Contractor) _____

By (Signature of Contractor) _____

(Seal of Surety) Surety _____

By (Attorney in Fact) _____

(Attached Attorney-In-Fact Certificate and Required Acknowledgements)

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor, and Surety, and the Power of Attorney MUST BE ATTACHED

RFP Submittal Packet

All of these forms must be completed and returned for consideration of your proposal.

Please read the instructions and documentation carefully before preparing your proposal for submittal.

PROPOSAL SUBMITTED BY: _____
(Name of Company Submitting Proposal)

PROPOSAL SUBMISSION CHECKLIST

Complete this checklist to confirm the items that have been included in your RFP Submittal Packet. Place a check mark or "X" next to each item that you are submitting to the District. To be considered responsive, all required attachments must be returned. ***Return this checklist with your proposal.***

Documentation required at the time of submission:	
☐	Digital Copy of Proposal (Uploaded to District's online bidding platform)
☐	Cover Letter (with Proposal Certification)
Proposal Components:	
☐	Description of Firm
☐	Experience and Qualifications
☐	Subcontractor Requirements (if applicable)
☐	Proposed Methodology for Providing Services
☐	Service Levels Provided
☐	References
☐	Services
☐	Costs and Pricing (Request for Proposal Form)
☐	Billing
☐	Evidence of Responsibility
Other Documents:	
☐	E-Rate Supplemental Terms & Conditions
☐	Designation of Subcontractors (if applicable)
☐	Non-Collusion Affidavit
☐	Iran Contracting Act Certification
☐	Certification Regarding Debarment, Suspension, and Other Responsibility Matters
☐	Criminal Background Investigation / Fingerprinting Certification
☐	Contractor Certifications
☐	Addenda Acknowledgement(s)
Documentation Required Upon Notification of Contract Award:	
☐	Agreement (updated if necessary)
☐	Certificate of Liability Insurance (including proof of Automobile Insurance)
☐	Proof of Workers' Compensation Insurance
☐	W-9 Form

REQUEST FOR PROPOSAL FORM

Business Name: _____

Contact Name: _____

Business Address: _____

Business Telephone: (_____) _____

E-Mail Address: _____

Pursuant to and in compliance with your Notice of Request for Proposals calling for proposals and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required and with all in strict conformity with the specifications and other contract documents, including addenda, if any for the following project:

"RFP 2027-16 E-RATE FIREWALL EQUIPMENT REFRESH"

BASE PROPOSAL

SCOPE OF WORK (BRIEF DESCRIPTION OF PROJECT):

The District operates a network refresh program that requires the replacement of aging network security and perimeter equipment. Unless otherwise specified, Palo Alto Networks is the preferred manufacturer for all listed parts. Equivalent manufacturers/part numbers may be proposed that meet or exceed the minimum requirements in this document. The vendor will deliver, install, configure, and support all firewall equipment at the District Office MDF and remove the existing firewalls. The proposed firewalls must sustain at least 100 Gbps of throughput with the inline security features specified in Exhibit A enabled concurrently, and must provide the remote access capacity and high-availability configuration specified in Exhibit A.

The Request for Proposal (RFP) requests proposals for:

A. Supply every firewall, power supply, optic, cable, rack kit, and subscription/license listed in Appendix A, with a 5-year term for all subscriptions and support

B. Stage, burn in, license, and label each firewall before delivery

C. Replicate the policy and configuration of each existing firewall on its replacement (including but not limited to security policies, NAT, zones, interfaces/VLANs, routing, VPN, authentication integration, logging, objects, groups, and decryption policies), load it before delivery, list any setting with no equivalent on the new platform, and give the District a side-by-side comparison to review before cutover

D. Install in the District Office MDF, connect uplinks and HA links, configure high availability and failover, validate throughput and failover behavior, and restore service

E. Migrate management, logging, and monitoring integrations (including but not limited to SNMP, syslog/SIEM, MDR/EDR feeds, centralized management)

F. Remove the existing firewalls

The vendor's proposal must include all labor and professional services required to complete the work described in this RFP and its exhibits, including staging, configuration, installation, and migration, so that the proposed price delivers a fully operational, supported solution. Labor, materials, or services not separately identified in the proposal but necessary to complete the work described in this RFP are the vendor's responsibility at no additional cost to the District.

District responsibilities: Site access, maintenance windows, rack space and power, and access to the existing firewalls, their current configurations, and the existing logging and monitoring systems.

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RFP PROPOSAL PRICING FORM - E-RATE "ELIGIBLE"

	Part Number (or Approved Equivalent)	Description	Manufacturer (or Approved Equivalent)	QTY	Unit Cost: E-Rate ELIGIBLE	Extended Cost: E-Rate ELIGIBLE		Unit Cost: E-Rate INELIGIBLE	Extended Cost: E-Rate INELIGIBLE
1	PAN-PA-5550AC	Palo Alto Networks PA-5550 with redundant AC power supplies	Palo Alto	2					
2	PAN-SVC-PREM-5550-5YR	PA-5550, Premium support, 5 years (60 months) term.	Palo Alto	2					
3	PAN-PA-5550-PAA-5YR	PA-5550, Precision AI Network Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advance DNS Security, Advanced SD-WAN, AIPD and Device Security), 5 years (60 months) term	Palo Alto	2					
4		Professional services: all labor and services required to stage, convert and migrate the existing configuration, install, configure, integrate, validate, and cut over all firewall equipment, accessories, and purchased subscriptions at the Poway Unified School District Office MDF; remove the existing firewalls; and provide post-cutover support, as described under Professional services in Exhibit A (single fixed price)							
5		Professional services related to E-Rate-eligible components: $____							

		Professional services related to ineligible components (including configuration of advanced security subscriptions): $____							
6		Total professional services (single fixed price): $____							
		Total Cost							

I, _____, the _____ of the Proposer, hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted by the Proposer in connection with this proposal and all of the representations made herein are true and correct.

Executed on this _____ day of _____ at _____ County, California.

Proper Name of Proposer: _____

Signature of Proposer: _____

NOTE: If Proposer is a corporation, the legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Proposer 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 Proposer is an individual, his/her signature shall be placed above.

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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 numbers of students receiving free meals and reduced prices.

E-RATE CONTINGENCY

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-Rate. Even after award 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.

SERVICE PROVIDER REQUIREMENTS

PUSD expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program.

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.

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/.

Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the proposal is submitted. More information about obtaining an FRN may be found at this website: https://apps.fcc.gov/coresWeb/regEntityType.do.

Service Providers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential proposer found to be in Red Light Status will be disqualified from participating in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html.

Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2027.

Prices must be held firmly 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).

Goods and services provided 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.

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.

The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the Proposer on an "Invoice Check" with the USAC https://www.usac.org/E-Rate/service-providers/step-5-invoicing/.

Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: https://www.usac.org/E-Rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/.

SERVICE PROVIDER ACKNOWLEDGEMENTS

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 Global Service Substitutions.

The Service Provider acknowledges that all pricing and technology infrastructure information in its proposal shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the District being charged in excess of lowest corresponding price.

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

Service Provider acknowledges that it is in compliance with FCC Order FCC 19-121, which bars the use of USF subsidies to fund equipment, components, and services from "covered" companies deemed to be a national security risk.

STARTING SERVICES/ADVANCE INSTALLATION

The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date." E-Rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2027 funding year (July 1, 2027). No invoices may be dated prior to July 1 of the funding year.

INVOICING

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 FCC Form 471 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval.

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 in a timely manner, the District will only be responsible for paying its non-discounted share.

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 period of time during said period.

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 are in agreement with coterminous expiration conditions.

E-RATE SERVICE PROVIDER INFORMATION

Please provide the following E-Rate Service Provider Information including:

1. Service Provider Identification Number: _____
2. FCC Green Light Status: _____
3. FCC Registration Number (FRN): _____

   Expiration: _____

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.

Name of Proposer _____

Signature _____

Name _____

Title _____

Dated _____

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each proposer shall set forth below: (a) the name, the location of the place of business, and the California contractor license number of each subcontractor and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of the Contractor's Total Proposal Price. No additional time shall be granted to provide the requested information below, except as permitted by law.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of work, to be performed under the Contract in excess of one-half of one percent (0.5%) of the Contractor's Total Proposal Price, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that work, and that it shall perform that portion itself.

Subcontractor Name, Contact Person, Address and Phone Number	Subcontractor's License # and DIR Registration #	Description of Work	% of the Work

Name of Proposer _____

Signature _____

Name and Title _____

Dated _____

NON-COLLUSION AFFIDAVIT

I, _____, being first duly sworn, deposes and says that he is _____of _____ the party making the attached proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

Name of Proposer _____

Signature _____

Name _____

Title _____

Dated _____

IRAN CONTRACTING ACT CERTIFICATION

As required by California Public Contract Code Section 2204, the Proposer certifies subject to penalty for perjury that the option checked below relating to the Proposer's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☐ The Proposer is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

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

Name of Proposer _____

Signature _____

Name _____

Title _____

Dated _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

1. The participant or respondent certifies that it and its principals:
   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

   (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the participant or respondent is unable to certify any of the statements in this certification, he or she shall attach an explanation to this application.

_____
Participant or Respondent Company Name | Award Number, Contract Number, or Project Name

_____
Name(s) and Title(s) of Authorized Representatives

_____
Signature(s) | Date

California Department of Education
PRU 11 – December 2019

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken **at least one** of the following actions with respect to the Project (*check all that apply*):
   - **All Workers Fingerprinted.** The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice ("DOJ") has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at:) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
   - **Physical Barrier.** Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, which will limit contact between Contractor's employees and District pupils at all times; and/or
   - **Continual Supervision by Fingerprinted Employee.** Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

     Name: _____ Title: _____

   - **Unoccupied Site**. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Name of Proposer _____

Signature _____

Name _____

Title _____

Dated _____

CONTRACTOR CERTIFICATIONS
(TO BE COMPLETED BY CONTRACTOR)

THE UNDERSIGNED **MUST CHECK *ONE OR MORE BOXES IN EACH SECTION*** (***select the correct boxes for the Roofing Certification***) AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

He/she is a representative of the Contractor.
He/she is familiar with the facts herein certified and acknowledged.
He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing the Agreement and these Certifications he/she is certifying the following items:

☐ **Workers' Compensation.** (Labor Code Sections 1860-1861. In accordance with Labor Code section 3700, every contractor will be required to secure payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

☐ **Certification of Contractor and Subcontractor Division of Industrial Relations Registration.** Pursuant to Labor Code Section 1725.5, If the Project is a public works project in excess of $25,000 or a maintenance project in excess of $15,000, a contractor or subcontractor must be registered with the Department of Industrial Relations (DIR) in order to bid for, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I_____(Name) _____(Title) certify that _____(Contractor Name) is currently registered as a contractor with the Department of Industrial Relations (DIR):

Contractor's DIR Registration Number _____ Expiration date June 30, 20_____.

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its bid invitation the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at the time of proposal opening and maintain registered status for the duration of the project.
4. Contractor is to furnish the DIR Registration Number for all subcontractors on the project within 24 hours of the proposal opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness. I declare under penalty of perjury under California law that the foregoing is true and correct.

☐ **Drug-Free Workplace.** (Government Code Sections 8355-8357). I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

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 organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:

   (A) The dangers of drug abuse in the workplace.
   (B) The person's or organization's policy of maintaining a drug-free workplace.

(C) Any available drug counseling, rehabilitation, and employee assistance programs.
(D) The penalties that may be imposed upon employees for drug abuse violations.

3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

1. The contractor or grantee has made a false certification under Section 8355.
2. The contractor or grantee violates the certification by failing to conduct the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

☐ **Tobacco-Free Environment.** Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all people is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.
I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

☐ **Recycled Content Certification.** Pursuant to Public Contract Code Section 10308.5, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Sections 12161 and 12200. The recycled content shall include both post-consumer material and secondary material as defined in Public Contract Code Sections 12161 and 12200 shall apply.

I declare under penalty of perjury under the laws of the State of California that the following percentages of Postconsumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:

_____ % Postconsumer Material _____ % Secondary Material

☐ **No Hazardous Materials.** I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work, or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

☐ **Lead as a Health Hazard**. Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, cause learning disabilities, and lead to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wear away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities conducted without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

Overview of California Law

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- Demolition or salvage of structures where lead or materials containing lead are present.
- Removal or encapsulation of materials containing lead.
- New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead.
- Installation of products containing lead.
- Lead contamination/emergency cleanup.
- Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply

with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractors, its workers, and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only people with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based materials on the District's property.
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

☐ **Imported Materials.** All soils, aggregate, or related materials ("Fill") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and shall comply with

the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

☐ **CARB CA Air Resources Board Compliance:** Recent amendments to Title 13 of the California Code Regulations, approved by the California Air Resources Board (CARB), incorporate new requirements for the use of renewable diesel.

Requirements
Beginning January 1, 2024, all California fleets subject to this regulation are required to procure and only use R99 or R100 renewable diesel fuel in all vehicles subject to the Off-Road Regulation, with some limited exceptions.

The regulations also apply to all Public Works Awarding Bodies, which is broadly defined as "any public agency (state, county, city, school board, water district, etc.), or official thereof, in the state of California, that awards or enters into a contract for the erection, construction, alteration, repair, removal, or improvement of any public structure, building, road, or other public lands, property, or improvement of any kind."

Additionally, Public Works Awarding Bodies are required to obtain valid Certificates of Reported Compliance ("CRC") from all contractors and listed subcontractors before awarding the project.

Recordkeeping, Reporting, and Affirmation
Contractors and subcontractors must maintain documents that demonstrate compliance with the renewable diesel fuel requirements, including the date and volumes of fuel purchased. Records must be kept for three (3) calendar years from the date the transaction is completed. Also, fleet owners are required to comply with all reporting requirements in the regulation, including any additional reporting requirements for exemptions, and affirm annually as, as part of the annual reporting requirements due to CARB by March 1, that they are in compliance with the renewable diesel fuel requirements and that the reported data is accurate and complete.

The Public Works Awarding Body will be required to obtain and retain CRCs for three (3) years after the project is complete, and the CRCs are subject to CARB review upon five (5) calendar days' notice. Certificates of Reported Compliance ("CRC") are required at time of proposal submittal and must be included with the bid proposal by stated due date and time.
Contractors and subcontractors can obtain Certificates of Reported Compliance from the ARB Diesel Off-road Online Reporting System (DOORS) at the following web site address: https://ssl.arb.ca.gov/ssldoors/doors_reporting/doors_login.html. Additional resources are as follows:

- CARB Web Site: https://ww2.arb.ca.gov/
- Questions, please call the DOORS Hotline at (877) 593-6677 or email doors@arb.ca.gov. Please note, at this time DOORS staff have limited access to documents received via mail and fax is unavailable.
- Amendments to Sections 2449, 2449.1, and 2449.2, Title 13, California Code of Regulations: https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/froa-1.pdf
- Fact Sheet: Contracting Requirements | California Air Resources Board: https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements
- Fact Sheet: Renewable Diesel Fuel Requirements I California Air Resources Board https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-renewable-diesel-fuel-requirements
- Fact Sheet: Added Vehicle Restrictions and Tier Phase-Out Requirements | California Air Resources Board https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-added-vehicle-restrictions-and-tier-phase-out-requirements
- Off-Road Zone Web Site: https://ww2.arb.ca.gov/our-work/programs/truckstop-resources/road-zone

Contractor acknowledges the California Air Resources Board compliance requirements. Additionally, the contractor must submit this form, and Certificates of Reported Compliance, with the Proposal Submittal Package. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

ACKNOWLEDGEMENT AND CERTIFICATION

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in these certifications, that the contents of these certifications are true, and that these certifications are made under the laws of the State of California.

Name of Proposer _____

Signature _____

Name _____

Title _____

Dated _____

END OF CONTRACTOR CERTIFICATIONS

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