

# **Request for Proposals 25-080725**

# CYBER SECURITY PILOT PROGRAM YR 2025 through 2028

# Cyber Filtering, Licenses, Storage and Support

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# **Notice to Responders**

The Sacramento City Unified School District ("District") is seeking proposals from qualified providers ("Responders") for the **"25-080725 Cyber Filtering, Licenses, Storage and Support for Pilot Program YEAR 2025 to 2028"** ("Project").

The Governing Board of the District intends to select a contractor for the Project at its regular Board meeting on August 7, 2025. The Board reserves the right to postpone or cancel this selection. The meeting will be held at 6:30 p.m. at Serna Center Community Rooms, 5735 47th Avenue, Sacramento, California.

The District reserves the right to cancel or revise this RFP in part or in its entirety. If the District cancels or revises the RFP, all Responders will be so notified by addenda. The District also reserves the right to extend the date on which responses are due, the date on which it announces the results of its best value analysis, or the date on which the award will be made.

The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, or gender in consideration for an award of contract.

#### Questions

Questions related to this RFP should be submitted in writing to Tina Alvarez-Bevens, Contract Analyst, at <u>Tina-alvarez-bevens@scusd.edu</u> no later than June 6, 2025. Specify "**25-080725 for Cyber Filtering, Licenses, Storage and Support for Cyber Pilot 2025 through 2028**" in the subject line. Only questions submitted through this process will be accepted. Responses to all questions received will be posted on the District's website, <u>http://www.scusd.edu/rfp</u> no later than June 13, 2025. It is the responsibility of the prospective Responder to check the website for updates or addenda.

#### Due Date

Interested firms are invited to submit one (1) original signed proposal, two (2) additional hard copies, and one (1) digital copy (flash drive) in write-protected PDF format.

The proposal shall be submitted in the format provided and the complete proposal, together with any and all additional materials, shall be enclosed in a sealed envelope addressed and delivered no later than 3:00 p.m. on June 27, 2025, to **Sacramento City Unified School District, Contracts Office, 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824.** 

The sealed envelope shall be marked on the outside lower left corner with the words **25-080725 for Cyber Filtering, Licenses, Storage and Support for Cyber Pilot 2025 through 2028.**" If response is to be hand delivered an appointment is required. Please contact Tina Alvarez-Bevens at <u>Tina-alvarez-bevens@scusd.edu</u> to schedule. It is solely the responder's responsibility to ensure that their response is received prior to the scheduled closing time for receipt of statements of qualifications. No corrected or resubmitted proposals will be accepted after the deadline.

The District reserves the right to negotiate any aspect of any proposal deemed responsive to this RFP. Faxed responses are not appropriate for submission and will not be accepted or considered. If no RFP responses are received, applicant reserves the right to extend the deadline by seven (7) days and seek out proposals from multiple Service Providers. A new Form 470 and bidding process is not required.

If no proposals are received by RFP deadline, the District reserves the right to extend the deadline by seven (7) days and seek out proposals from multiple Service Providers. A new Form 470 and bidding process is not required.

#### **Proposal Results**

Proposal results will be posted on the District's website at https://www.scusd.edu/requestproposals-and-qualifications-0 on or around June 30, 2025.

May 30, 2025	RFP Released - Posted
June 6, 2025	Question Deadline
June 13, 2025	Questions Responses Posted
June 27, 2025	RFP Closing - RFP Due
RFP opening	Date of closing
RFP Selection	Before 471 filing date September 2025
Purchase Orders	Contingent on Cyber Award and District approval

#### **RFP Schedule**

# Purpose

The Sacramento City Unified School District (hereafter "District") is soliciting proposals from Responders for cyber security filtering, licenses and storage contracts for a three year term which is eligible under the Cyber Security Pilot program.

The District reserves the right to retain all of the RFPs and to use any ideas in an RFP regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the Responder of the conditions contained in this request for RFPs, unless clearly stated and specifically noted in the proposal submitted and in the contract between the District and the Responder selected.

Proposals may be withdrawn by the proposer prior to the time fixed for the opening of RFPs but may not be withdrawn for a period of thirty (30) days after the date set for submittal of proposals. The successful proposer(s) shall not be relieved of the proposal submitted without the District's consent or proposer's recourse to Public Contract Code Sections 5100, et seq.

### **Compliance with Laws**

The successful firm(s) shall comply with all applicable federal, state, and local statutes, rules, regulations and codes.

# Scope of Work

The Sacramento City Unified School District (hereafter "District") is soliciting proposals from Responders for a Cyber Filtering, Licenses, Storage and ongoing support which is eligible under the three-year Cyber Security Pilot program: The District is soliciting qualified contractors to submit plans which should include detailed billing and include hardware, configuration / installation, shipping, and taxes. Service provider must label all equipment as Cyber Pilot with an identifying Funding Request number.

Part #	QTY	Description	Term length/Notes	% Eligible
PFPT-B-POF-S-A	6000	Proofpoint ENT P0 F-SECURE SAAS	36-month Term	
PP-A-EFD360L-S-A-	6000	Proofpoint Email Fraud Defense 360 Limited	36-month Term	
104			50 month renn	
PFPT-M-TAPAU-S-	6000	Proofpoint TAP Account Takeover	36-month Term	
А			50 month renn	
PFPT-B-ITDBU-S-A	6000	Proofpoint Identity Def Platform	36-month Term	
PP-PST-IS-IMP	1	Proofpoint Professional Services Implementation		

### The District's eligible Cyber Security Licensing/Support includes (or equivalent):

Part #	QTY	Description	Term length/Notes	% Eligible
WASABIRCSRENEWAL	1	WASABI RESERVED CAP CLD STOR 100TB	36-month Term	
87046.6S	1	ManageEngine AD360 ADManager Plus Professional Edition - Subscription Model Annual subscription with 10 helpdesk	36-month Term	
88005.0SD1	1	ManageEngine AD360 ADAudit Plus Professional Edition- Subscription Model Annual subscription fee for 3 Domain Controllers	36-month Term	
88005.0SF2	1	ManageEngine AD360 ADAudit Plus Professional Edition- Subscription Model Annual subscription fee for 5 File Servers	36-month Term	
FLTR-A LIGHTSPEED FILTER	38821	LightSpeed Cloud Internet Filter	36-month Term	
CON-SSSNC- DN2HWA	1	Cisco Catalyst Center Appliance (Gen 2) - 56 Core for Promos	DN2-HW-APL-L- U - 36-month Term	
GS-SERV-NES-3	1	Nessus Professional - subscription license (3 years) - 1 license	36-month Term	
TECH-SUP-ADV-R3	1	Nessus Professional Tenable Advanced Support - technical support (3 years)	36-month Term	

Part #	QTY	Description	Term length/Notes	% Eligible
CIS-ALB-LG-APP- PR-M-A	1	CIS Albert LG- appliance Primary - sensor	36-month Term	
Red Herring	6000	Red Herring Phishing Awareness - A Product of SDCOE	36-month Term	

# **Requirements for Cyber Filtering, Licenses, Storage and Support**

This section defines specifications for Cyber Filtering, Licenses, Storage and Support for the Sacramento City Unified School District. A list of school sites is enclosed.

- 1. Connected devices must be safeguarded to prevent unauthorized access, disruptions and breaches of physical security.
- 2. Provide real-time detection and mitigation of suspicious activity.
- 3. Provide continuous detection, monitoring and incident response.
- 4. Provide training programs for staff.
- 5. All plans proposed should include detailed billing.
- 6. The Start date of this project will be on or after July 1, 2025.
- 7. Prices to remain firm through Cyber Pilot approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the Sacramento City Unified School District and documented with new price sheet sent to the District Office.
- 8. All equipment/services costs must be new and included and identified separately.
- 9. Manufacturer must warrant all parts and equipment.
- 10. Vendor must be a certified reseller of parts and equipment.
- 11. Vendor must certify that their equipment is not manufactured by, nor contains any components from, the list of vendors on "The Secure Networks Act".
- 12. Bidding Contractor/Vendor may attach additional pertinent information they deem important to the selection, implementation, and overall success of the project.

# **Responder Service Provider Information**

- 1. Length of time business has provided this type of service.
- 2. Responder Service Level Agreement (SLA) for your proposal.
- 3. Indicate any options available.
- 4. Please show applicable discounts separately, if applicable.
- 5. An implementation timeline proposal starting on or after July 1, 2025.
- 6. Indicate how charges will be incurred as services are implemented.
- 7. Responders must include 3 reference sites using your service 3 years or more. References from a School, Library or a County Office of Education in California are preferred.
  - Job Location
  - Contact name and telephone number
  - Date of contract
  - Project Description
  - Equipment/Service Installed

# **Responder Service Provider Requirements**

The Responder must meet or exceed minimum qualification requirements.

- 1. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the FCC CYBER SECURITY PILOT PROGRAM throughout the contractual period of any contract entered into as a result of this RFP.
- 2. 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: <u>https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/.</u>

- 3. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <u>https://apps.fcc.gov/coresWeb/publicHome.do.</u>
- 4. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation 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: <u>https://www.usac.org/service-providers/makingpayments/late-payments-dcia-red-light/#red</u>.
- 5. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, of the funding year.
- 6. Goods and services provided shall be clearly designated as "Cyber Security Pilot Program". 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 FCC CYBER SECURITY PILOT PROGRAM guidelines.
- Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using the completed USAC "Bulk Upload Template" (Item 21). Subsequent schedules of values and invoices for each site must match or list subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.
- 8. In the event of questions during a FCC Cyber Pilot pre-commitment review, postcommitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <u>https://www.usac.org/e-rate/service-providers/step-2-responding-tobids/lowest-corresponding-price/.</u>

### **Responder 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 FCC-USAC service substitution approval with the exception of a Global Service Substitution.
- 2. 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 applicant being charged in excess of lowest corresponding price.
- 3. This offer is in full compliance with FCC-USAC's Free Services Advisory <u>https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-</u> <u>advisory/</u>. There are no free services offered that would predicate an artificial

discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

- 4. Starting Services/Advance Installation: The FCC Cyber Security Pilot program Funding Year begins in 2025 and expires in 2028. Regardless of the contract "effective date", FCC Cyber Pilot eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the Pilot Program.
- 5. 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 the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the CYBER SECURITY PILOT PROGRAM and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

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.

6. FCC/CYBER SECURITY PILOT PROGRAM Auditability

The FCC Cyber Security Pilot 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.

7. 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.

# **Proposal Format**

Each proposal shall be submitted on forms supplied by District. Each proposal shall conform and be responsive to District specification. Responder shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form.

Submitted proposals may provide some, or all requested information in the proposal document. The information should be organized as indicated in the proposal requirements. The District reserves the right to work with more than one proposer. The District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the RFP.

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

Proposals shall include the following as a minimum:

- 1. Responder Service Provider Information
- 2. Letter of Agreement
- 3. Cost Proposals
- 4. Addendums
- 5. Completed and signed Submittal pages

Each response 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. Responders may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

# Selection

Upon receipt of proposals, the District's staff will review each Responder's response to the RFP.

# **Evaluation Panel**

Our evaluation team will include a comprehensive group of experts with knowledge of the scope of services requested.

# **Evaluation Criteria**

The Sacramento City Unified School District reserves the right to select the firm that best meets the needs of the District, based on the criteria set forth herein. The District reserves the right to waive minor irregularities in the RFP and in the proposals submitted in response to the RFP.

Each response 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. Responders may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

Proposals will be evaluated on the following:

- Responder cost, including unit prices, labor rates, etc. 30%
- Extent of positive experience with the District and/or public agencies in California 30%
- Cost of cancelling any existing contracts 10% (if no existing contract, then price will be weighted at 40%)
- Company Size and Stability 10%
- Terms of service and implementation timeline 10%
- Quote preparation, thoroughness, responsiveness to the RFP requirements 10%

#### Award of Contract

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to the RFP, or to procure or contract for work.

The contract shall be awarded to the Responder with the highest best value score. In the event of a tie (more than one Responder have the same highest best value score), District may award the Project to the Responder of its choice. A response that is received after the RFP due date or does not meet all requirements set within this RFP will be deemed disqualified for the remainder of the selection process.

If the Responder to which the Board awards the contract refuses to execute the contract and submit a payment bond, performance bond, proof of required insurance, and other required documents, the Board may revoke the award to that Responder and award to the Responder that submitted the next highest ranked proposal.

The District reserves the right to reject any and all RFPs for any reason whatsoever. The District may waive informalities or irregularities in RFPs received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other RFPs. The District expressly reserves the right to postpone response opening for its own convenience, to negotiate with more than one Responder concurrently, or to cancel all or part of this RFP. Decisions to award contract(s) as a result of this RFP are final and without appeal.

# Contract

The contract awarded as a result of this solicitation shall be a fixed price contract for which the offered price will include all labor, material, equipment, services, software, hardware, travel, shipping, and price administrative cost, associated with providing the products and services listed herein and offered by proposer.

# **Contract Format**

It is mutually agreed by and between District and Responder that the District's acceptance of Responder's proposal, upon approval by the Governing Board, shall create a contract between the parties thereto. District and Responder with whom District chooses to contract if any, shall execute a Contract Signature page based on the RFP, the response and the attached Letter of Agreement. The Contract will, by default, incorporate all requirements, terms and conditions contained in the RFP. In the event of any conflict between this RFP and the Contract Signature Page, the terms of the RFP will take precedence, unless otherwise specifically stated in a written

amendment. District will not enter into any separate Contract of Agreement with Responder except as specifically stated herein.

# **Terms and Conditions**

#### Compliance with Laws

This contract shall be in accordance with the laws in the State of California. All RFPs shall comply with the current federal, state, local and other laws relative thereto.

#### Insurance Requirements & Indemnity

Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

#### Fingerprinting

Education Code section 45125.1 applies to this Agreement. Responder will certify that, pursuant to Education Code Section 45125.1, Responder will have conducted the required criminal background check of all its employees who may have contact with District pupils or unsupervised access to any District campus and shall certify that none of those employees have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). Upon verification from the DOJ that those persons fingerprinted have no record of a serious or violent felony, the Responder will so certify by signing and submitting to the Governing Board of District the certification form attached.

Failure to comply with these terms or permitting unsupervised access by an employee whose name has not been cleared by the DOJ as certified by the Responder shall constitute grounds for termination of this Agreement.

#### Attorney Fees

In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

#### 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 Sacramento County.

#### **RFP** Acceptance or Rejection

This RFP does not commit the District to award a contract, to pay any cost incurred in the preparation of this RFP or to procure contract for services or supplies. The District reserves the right to accept or reject any or all RFPs received in response to this request, to negotiate terms that will be in the best interest of the District or cancel in whole or in part this RFP. All submitted RFPs and information included therein shall become public records upon delivery to the District. All firms submitting a RFP should note that the execution of any contract would be contingent upon governing Board Approval.

#### Term/Extension

Pursuant to Education Code, Sections 17596 and 81644, it is the intent of the District to award a single term contract for the specified service. If this is a multi-term contract and assuming funds are appropriated to support continuation of services for succeeding fiscal periods, the original contract may be renewed annually for a total time of contract not to exceed five (5) consecutive fiscal years.

#### **Board Contact**

No business entity, including any agent of such entity, shall directly or indirectly contact any Board member immediately before or during the RFP process of any project on which the business entity intends to or has submitted a RFP. Any Responder violating this policy shall be deemed disqualified from the RFP process. Should such contact come to light after the RFP is awarded and the entity was deemed the successful Responder, the Board reserves the right to cancel any contract awarded, in which case, the Responder shall be liable for any damage incurred by the District. The Board shall exercise its best judgment for the benefit of the District in making a decision whether to proceed or not, depending on all of the facts and circumstances.

#### Termination of Contracts/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 into a subsequent fiscal year will automatically terminate if the District does not appropriate funds for the goods and/or services under the purchase order or contract.

Patents, Etc.

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

#### Failure to Fulfill Contract

When any Responder shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said Responder, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Responder, as above stated, shall be a liability against such Responder and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful Responder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Responder provided satisfactory proof is furnished to the Board or Education, if requested.

#### Contract Exclusive

The provisions of the contract shall in no way prohibit the District from making purchases from another supplier for the same services as herein listed.

#### Proprietary Information

There can be no portions of the submitted quote to be treated as proprietary and confidential information even if they are marked as such. Due to the California Public Records Act all information submitted is to be considered open for public review.

#### Conflict of Interest

The successful Responder shall affirm that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interest of the Responder and services under this Agreement. The successful Responder agrees to advise Owner of any actual or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part, 85, Sections 85, 105 and 85.110—

The applicant certifies that it and its principles:

Are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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;

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 the certification; and

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; and

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

#### <u>RFP PROTEST</u>.

A Responder may file a protest against the award of the Contract to any other Responder by following the District bid protest procedures. The protest must be in writing, filed within three (3) business days after RFP award notification, and must set forth all grounds for the protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Further, the failure to comply with these protest requirements will constitute a waiver of the right to challenge and forever bar the Responder from challenging, whether before the District or any administrative or judicial tribunal, any particular RFP(s), the RFP process or any ground not set forth in the protest. The District will provide a written response within 30 working days to any timely RFP protest.

#### FCC Cyber Security Pilot Participation

The District is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commissions (FCC), via the Schools and Libraries Division (CYBER SECURITY PILOT PROGRAM). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full funding by the CYBER SECURITY PILOT PROGRAM. The District reserves the right to cancel or in any manner reduce the scope of this procurement in the event the CYBER SECURITY PILOT PROGRAM does not completely fund the request for funding submitted referencing this proposal.

#### E-Rate Spin

Each vendor providing services to the District as part of the FCC Cyber Security Pilot program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Division can be reached online at: <u>http://www.usac.org/sl</u>

#### <u>Brands</u>

When a particular brand or brand and model number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its model number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and model number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.

#### Samples

Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.

#### <u>Delivery</u>

All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District as specified in the contract. Deliveries in advance of the time specified in the contract

shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.

#### Public Works Contractor Registration Certification

If the bids for this Project are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid 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 Bidder 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, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

# List of All District Sites

Sacramen	to City Unified School Distric	ct	1	
School	Address	City	ST	Zip
District Office - Serna Center	5735 47th Avenue	Sacramento	СА	95824
A. M. Winn Waldorf-Inspired	3351 Explorer Drive	Sacramento	CA	95827
Abraham Lincoln Elementary	3324 Glenmoor Drive	Sacramento	CA	95827
Albert Einstein Middle	9325 Mirandy Drive	Sacramento	CA	95826
Alice Birney Public Waldorf	6251 13th Street	Sacramento	CA	95831
American Legion High School	3801 Broadway	Sacramento	CA	95817
Arthur A. Benjamin Health Professions			0,1	55011
High	451 McClatchy Way	Sacramento	CA	95818
Bowling Green Charter Chacon	6807 Franklin Blvd.	Sacramento	CA	95823
Bowling Green Charter McCoy	4211 Turnbridge Drive	Sacramento	CA	95823
Bret Harte Elementary	2751 9th Avenue	Sacramento	CA	95818
C. K. McClatchy High	3066 Freeport Boulevard	Sacramento	CA	95818
Caleb Greenwood Elementary	5457 Carlson Drive	Sacramento	CA	95819
California Middle	1600 Vallejo Way	Sacramento	CA	95818
Camellia Basic Elementary	6600 Cougar Drive	Sacramento	CA	95828
Capital City Independent Study	7222 24th Street	Sacramento	CA	95822
Caroline Wenzel Elementary	6870 Greenhaven Drive	Sacramento	CA	95831
Cesar E. Chavez Intermediate	7500 32nd Street	Sacramento	CA	95822
Charles A. Jones (Adult Ed)	5451 Lemon Hill Avenue	Sacramento	CA	95824
Crocker Riverside Elementary	2970 Riverside Boulevard	Sacramento	CA	95818
David Lubin Elementary	3535 M Street	Sacramento	CA	95816
Earl Warren Elementary	5420 Lowell Street	Sacramento	CA	95820
Edward Kemble Elementary	7495 29th Street	Sacramento	CA	95822
Elder Creek Elementary	7934 Lemon Hill Avenue	Sacramento	CA	95824
Ethel I. Baker Elementary	5717 Laurine Way	Sacramento	CA	95824
Ethel Phillips Elementary	2930 21st Avenue	Sacramento	CA	95820
	3525 Martin L. King, Jr.			
Father Keith B. Kenny Elementary	Blvd.	Sacramento	CA	95817
Fern Bacon Middle	4140 Cuny Avenue	Sacramento	CA	95823
Genevieve F. Didion K-8	6490 Harmon Drive	Sacramento	CA	95831
George Washington Carver School of				
Arts and Science	10101 Systems Parkway	Sacramento	CA	95827
Golden Empire Elementary	9045 Canberra Drive	Sacramento	CA	95826
H. W. Harkness Elementary	2147 54th Avenue	Sacramento	CA	95822
Hiram W. Johnson High	6879 14th Avenue	Sacramento	CA	95820
Hollywood Park Elementary	4915 Harte Way	Sacramento	CA	95822
Hubert H. Bancroft Elementary	2929 Belmar Street	Sacramento	CA	95826
Isador Cohen Elementary	9025 Salmon Falls Drive	Sacramento	CA	95826
James W. Marshall Elementary	9525 Goethe Road	Sacramento	CA	95827
John Bidwell Elementary	1730 65th Avenue	Sacramento	CA	95822
John Cabrillo Elementary	1141 Seamas Avenue	Sacramento	CA	95822
John D. Sloat Elementary	7525 Candlewood Way	Sacramento	CA	95822

John F. Kennedy High	6715 Gloria Drive	Sacramento	CA	95831
John H. Still K-8	2250 John Still Drive	Sacramento	CA	95832
John Morse Therapeutic Center	1901 60th Avenue	Sacramento	CA	95822
Leataata Floyd Elementary	401 McClatchy Way	Sacramento	CA	95818
Leonardo da Vinci K-8	4701 Joaquin Way	Sacramento	CA	95822
Luther Burbank High	3500 Florin Road	Sacramento	CA	95823
Mark Twain Elementary	4914 58th Street	Sacramento	CA	95820
Martin Luther King, Jr. K-8	480 Little River Way	Sacramento	CA	95831
Matsuyama Elementary	7680 Windbridge Drive	Sacramento	CA	95831
McClaskey Adult Education Center	5241 J Street	Sacramento	CA	95819
Miwok Middle (FKA Sutter Middle)	3150 I Street	Sacramento	CA	95816
New Joseph Bonnheim Community				
Charter	7300 Marin Avenue	Sacramento	CA	95820
Sacramento New Technology Early				
College High School	1400 Dickson Street	Sacramento	CA	95822
Nicholas Elementary	5100 El Paraiso Ave	Sacramento	CA	95824
Oak Ridge Elementary	4501 Martin L. King Jr. Blvd.	Sacramento	CA	95820
O. W. Erlewine Elementary	2441 Stansberry Way	Sacramento	CA	95826
Pacific Elementary	6201 41st Street	Sacramento	CA	95824
Parkway Elementary	4720 Forest Parkway	Sacramento	CA	95823
Phoebe A. Hearst Elementary	1410 60th Street	Sacramento	CA	95819
Pony Express Elementary	1250 56th Avenue	Sacramento	CA	95831
Rosa Parks Elementary	2250 68th Avenue	Sacramento	CA	95822
Rosemont High	9594 Kiefer Boulevard	Sacramento	CA	95827
Sam Brannan Middle	5301 Elmer Way	Sacramento	CA	95822
School of Engineering and Sciences	7345 Gloria Drive	Sacramento	CA	95831
Sequoia Elementary	3333 Rosemont Drive	Sacramento	CA	95826
Success Academy	2221 Matson Dr.	Sacramento	CA	95822
Susan B. Anthony Elementary	7864 Detroit Boulevard	Sacramento	CA	95832
Sutterville Elementary	4967 Monterey Way	Sacramento	CA	95822
Suy:u Elementary	6032 36th Avenue	Sacramento	CA	95824
Tahoe Elementary	3110 60th Street	Sacramento	CA	95820
The Met Sacramento High School	810 V Street	Sacramento	CA	95818
Theodore Judah Elementary	3919 McKinley Boulevard	Sacramento	CA	95819
Umoja International Academy (FKA Kit				
Carson International Academy)	5301 N Street	Sacramento	CA	95819
Washington Elementary	520 18th Street	Sacramento	CA	95811
West Campus	5022 58th Street	Sacramento	CA	95820
Will C. Wood Middle	6201 Lemon Hill Avenue	Sacramento	CA	95824
William Land Elementary	2120 12th Street	Sacramento	CA	95818
Woodbine Elementary	2500 52nd Avenue	Sacramento	CA	95822

NIF (Non-Instructional Facilities)				
Childrens Center Staff	520 18th Street	Sacramento	CA	95811
Nutrition Services	3101 Redding Avenue	Sacramento	CA	95820
Operations Support Services 1	425 1st Avenue	Sacramento	CA	95818
Purchasing/Warehouse	3051 Redding Avenue	Sacramento	CA	95820
Special Ed Staff	5921 26th Street	Sacramento	CA	95822
Transportation	7050 San Joaquin Street	Sacramento	CA	95820

Any other location within the Greater Sacramento Area designated by the District

# **Cost Proposal**

RFP CYBER25-080725

Responder Company Name:	
Responder Name:	
Responder Title:	
Responder SPIN:	
Responder Phone:	·····

Service provider must determine FCC Cyber Security eligibility percentage

The District's eligible Cyber Security Licensing/Support includes (or equivalent):						
Part #	QTY	Description	Term length/ Notes	% Eligible	Unit Cost	Extended Cost
PFPT-B-P0F-S-A	6000	Proofpoint ENT P0 F- SECURE SAAS	36-month Term			
PP-A-EFD360L-S-A- 104	6000	Proofpoint Email Fraud Defense 360 Limited	36-month Term			
PFPT-M-TAPAU-S-A	6000	Proofpoint TAP Account Takeover	36-month Term			
PFPT-B-ITDBU-S-A	6000	Proofpoint Identity Def Platform	36-month Term			
PP-PST-IS-IMP	1	Proofpoint Professional Services Implementation				
					Subtotal	
Taxes (if applicable)						
Installation/						

Configuration Grand Total

The District's eligible Cyber Security Licensing/Support includes (or equivalent):						
Part #	QTY	Description	Term length/ Notes	% Eligible	Unit Cost	Extended Cost
WASABIRCSRENEWA	1	WASABI RESERVED CAP	36-month			
L		CLD STOR 100TB	Term			
87046.6S	1	ManageEngine AD360 AD Manager Plus Professional Edition - Subscription Model Annual subscription with 10 help desk	36-month Term			
88005.0SD1	1	ManageEngine AD360 AD Audit Plus Professional Edition- Subscription Model Annual subscription fee for 3 Domain Controllers	36-month Term			

88005.0SF2	1	ManageEngine AD360 AD Audit Plus Professional Edition- Subscription Model Annual subscription fee for 5 File Servers	36-month Term			
FLTR-A LIGHTSPEED FILTER	38821	LightSpeed Cloud Internet Filter	36-month Term			
CON-SSSNC- DN2HWA	1	Cisco Catalyst Center Appliance (Gen 2) - 56 Core for Promos	DN2-HW- APL-L-U - 36-month Term			
GS-SERV-NES-3	1	Nessus Professional - subscription license (3 years) - 1 license	36-month Term			
TECH-SUP-ADV-R3	1	Nessus Professional Tenable Advanced Support - technical support (3 years)	36-month Term			
					Subtotal	
				Taxes	(if applicable)	
					Installation/ Configuration	
					Grand Total	

The District's eligible Cyber Security Licensing/Support includes (or equivalent):								
Part #	QTY	Description	Term length/ Notes	% Eligible	Unit Cost	Extended Cost		
CIS-ALB-LG-APP-PR- M-A	1	CIS Albert LG- appliance Primary - sensor	36-month Term					
Red Herring	6000	Red Herring Phishing Awareness - A Product of SDCOE	36-month Term					
Subtotal								
Taxes (if applicable)								
Installation/ Configuration								
Grand Total								

Responding to Request For Proposal No. 25-080725 due June 27, 2025 before 3:00 PM

# RFP Form RFP CYBER25-080725

Sacramento City Unified School District 5735 47<sup>th</sup> Ave.

Sacramento, California 95824

To: Superintendent and Members of the Board of Education

The undersigned, doing business under the full and complete legal Responder name as set forth below, having examined the Notice to Responders, RFP Instructions, Scope of Work & Requirements, General Conditions, Agreement and all other documents forming a part of the RFP package for the above-referenced RFP, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the documents contained in said RFP package. The entire RFP Package is submitted, together with this RFP Form.

Name of Company:	
Legal Status (i.e., sole proprietorship, partne	rship, corporation):
Tax I.D. Number (Sole Proprietorship Only):	
Address:	
Authorized Representative:	
	Signature
	Name (Print or Type)
	Title
	Date
	()
	Phone
	()
	Fax

E-mail address



# Business Services Contracts Office

5735 47<sup>th</sup> Avenue, Sacramento, CA 95824 (916) 643-2464

Lisa Allen, Superintendent Janea Marking, Chief Business Officer

# **Letter of Agreement**

Pursuant to the terms of Sacramento City Unified School District's RFP # CYBER25-080725 for Cyber Filtering, Licenses, Storage and Support, (Name of Company) \_\_\_\_\_\_\_'s response to RFP # CYBER25-080725 dated (mm/dd/yyyy) \_\_\_\_\_\_, (Name of Company) \_\_\_\_\_\_ will provide the equipment and services per RFP # CYBER25-080725 effective the date of issuance of Sacramento City Unified School District Purchase Order(s).

(Name of Company) \_\_\_\_\_\_\_ and Sacramento City Unified School District acknowledge that this agreement is for FCC Cyber Security Pilot program eligible products and services, which are contingent on funding by the FCC and the Sacramento City Unified School District for the Cyber Security Pilot Program year 2025 through 2028, and Sacramento City Unified School District Board of Education approval.

The Sacramento City Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The District shall not be responsible for any costs to Bidder prior to termination.

Sacramento City Unified School District	(Name of Company)
Authorized Representative Signature	Authorized Representative Signature
Date Janea Marking	Date
Name Chief Business Officer	Name
Title	Title

#### 5735 47th Avenue Sacramento, CA 95824

Address

janea-marking@scusd.edu

Email

<u>916-643-9055</u>

Address

Email

# **Fingerprint Certification**

RFP CYBER25-080725

#### **Responder Certification**

I, \_\_\_\_\_, am an authorized representative of/doing business as (Name of Responder/consultant) \_\_\_\_\_\_, and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all its employees who may have contact with District pupils or unsupervised access to any District campus of the Sacramento City Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).

Failure to comply with these terms or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement.

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

Executed this\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in\_\_\_\_\_ County, California.

Name of Responder/Consultant (please print)

Name/Title of Authorized Representative (printed)

(Signature)

# **Statement of Non-Conflict of Interest**

RFP CYBER25-080725

The Responder hereby warrants that he or she has no business or financial interests that are in conflict with his or her obligations to the District and further agrees to disclose any such interest which may be acquired during the life of an agreement with the District. The Responder also certifies that it and its members are not, officers, agents, or employees of the District, nor have they been since January 1, 2001.

Signature

Printed Name

Title

Responder

Date

# Insurance Acknowledgement

RFP CYBER25-080725

Notice to Bidders regarding Indemnity and Insurance Requirements

Summary of Indemnification and Insurance Requirements:

- These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to Sacramento City Unified School District (Buyer). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by Buyer.
- 2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to Buyer and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to Buyer.
- 3. Contractor shall provide Buyer with Certificates of Insurance including all required endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Buyer before work begins. Buyer reserves the right to require full-certified copies of all Insurance coverage and endorsements.
- I. Indemnification & Insurance:

Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor's duties and obligations described in this Agreement or imposed by law. To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

I have read and understand the above requirements and agree to be bound by them for any work performed for the Buyer.

Signature	 	
Printed Name	 	
Title	 	
Responder	 	
 Date	 	