

### **UNIFIED ENDPOINT MANAGEMENT SOLUTION & SERVICES**

### RFP# 20-906

Request for Proposal Issued: February 28, 2020

Deadline for Submittal of Proposals: Friday, March 27, 2020

Before 2:00 P.M. (PST)

Attention: Technology Services
Roseville City School District
1050 Main Street
Roseville, CA 95678



### **NOTICE INVITING PROPOSALS**

Notice is hereby given that the Roseville City School District ("RCSD" or "District") will accept proposals for the award of contracts for RFP 20-906 Unified Endpoint Management Solution & Services up to but not later than 2:00 PM (PST), on March 27th, 2020.

Proposals shall be delivered in sealed envelopes, or boxes, marked "RFP 20-906 Unified Endpoint Management Solution & Services" to the District Office front desk referencing:

Attention: Technology Services Roseville City School District 1050 Main Street Roseville. CA 95678

prior to the March 27th, 2020 2:00 PM (PST) deadline. Bids will be publicly opened at 2:00 PM on March 27th at the District Office Warehouse Conference Room:

1046 Main Street Roseville, CA 95678

**No faxed proposals will be accepted.** Each bid must conform and be responsive to the bid documents, and include one original binder, two (2) additional hard copies, and three (3) electronic copies of the RFP on a portable "thumb-drive" containing all documents, and deliverables.

RCSD reserves the right to reject any or all bids or parts thereof, to be the sole judge of the merits and qualifications of all bids, to waive any informality in a bid, not necessarily accept the lowest of any offered and to extend the bidding period. Design, specifications, service, delivery, and quality may be considered in making selections.

Published: February 28th and March 6th 2020 Press Tribune



### INTRODUCTION

The Roseville City School District ('RCSD' or 'District') serves over 11,600 students across 19 schools. We utilize 21st century instructional practices to ensure our students are academically confident and ready to navigate a rapidly-changing, technology-rich, global economy.

### PROJECT SCOPE

The purpose of the Request for Proposal (RFP) is to solicit proposals from, and seeks to collaborate with, qualified vendors or qualified reseller with strong manufacturer relationships, that can provide a next generation enterprise Unified Endpoint Management ("UEM") solution, and professional services to implement the proposed solution, to manage the mobile computing environment of the Roseville City School District and its sites. This would include supporting the management by the District and its sites across multiple operating systems ("OS") platforms. The proposed UEM solution would be used to manage enterprise-owned devices in an effort to optimize the functionality and security of the mobile communications network with minimizing cost and downtime.

The proposed solution will be centrally managed and deployed to all enterprise-owned endpoints. For the purpose of this RFP and resulting contract, the following term shall mean:

"Endpoint" a computing device that communicates back and forth with a network, including but not limited to desktops, laptops, tablets, printers, smartphones, servers, and peripherals such as scanners, monitors, and ancillary computing devices.

Vendors must possess strong experience with successful implementation, training, and problem resolution in the delivery of an Unified Endpoint Management Solution and Services. Our intention is to choose a system that provides the best price/performance ratio and partner(s) that will meet the District's requirements and demonstrate the ability to grow with us for many years to come.

Any submitted proposal must include information on all available deployment models, including any available on-premise options as well as any software-as-a-service (SaaS) options. In addition, proposer should include full details and unbundled pricing on all available licensing models (enterprise, per device, user etc.) on the Pricing Worksheet included, services, maintenance and support, software hosting, installation, interface design, technical support, and training.

A successful proposal will demonstrate "Best Value" while meeting and/or exceeding the requirements as outlined in this RFP. The District is open to learning about alternative solutions and options that aren't laid out in this document, but the successful proposal will still meet the technical and general use requirements as outlined in this document.

Appendix A – Basic Specifications
Appendix B – Security and Integration
Appendix C – Pricing Worksheet
Appendix D – References

All questions regarding this RFP should be directed to <a href="lassem@rcsdk8.org">lassem@rcsdk8.org</a>, with the subject of "RFP 20-906: Unified Endpoint Management Solution & Services".

Responses to all questions will be made available no later than March 13, 2020 by 3:00 PM, and will be posted on the District website. It is the responsibility of the prospective bidder to check the website for updates.



### **NETWORK ACCESS**

RCSD has previously made good use of E-Rate funding to establish, maintain, and expand a solid networking and telecommunications infrastructure. All sites have internet access through an Aruba mesh network. This network is operated and maintained by two in house Network Analyst. Each site and District facility links directly to MAN network at speeds varying between 200 Mbps to 1 Gbps. All internet traffic, to and from the sites, passes through the District Office. The District has a network monitoring system in place to further ensure the network is operational at all times.

The District utilizes Aruba ClearPass Policy Manager™ platform which provides role-based and device-based network access control for accessing the network. The security control application has the capability to read from multiple sources of data before determining what network role or security a device or user should have access to. These can include inventory lookup, endpoint status or health and AntiVirus scan status etc. Proposal should include details on what the Unified Endpoint Management can catalog and how Clearpass Policy Manager can access that data to determine the endpoints status.

### IMPLEMENTATION REQUIREMENTS

The District requires the selected vendor to provide best industry practices for the implementation and management of proposed systems. It is very important for vendors to understand the District's requirements and come up with a plan to fulfill the requirements that are stated in this RFP. The selected vendor must provide knowledge and transfer of all relevant information. The following requirements are mandatory:

### 1. TESTING, STAGING, AND DEPLOYMENT SCHEDULE

- a. Vendors are required to submit the complete project plan and action steps clearly specifying execution times and responsibility.
- b. The vendor is required to provide product road map (coming features) and its associated and/or anticipated delivery date.
- c. The vendor must provide a summary of known outstanding issues with the current version of the proposed solution and expected resolutions.
- d. The vendor must work in such a manner that the District business is not affected in any way.
- e. Configure the management console to provide required functionality outlined in this RFP.
- f. Describe any monitoring tools or plug-ins (i.e. product console plug-ins) that are available to monitor the system.

### 2. TRAINING AND SUPPORT

- a. Provide manufacturer certified training for up to ten (10) RCSD employees to be trained to configure, operate and maintain the proposed solution
- b. This formal classroom training must be on-site or virtual and cover all key concepts and be specific to the proposed solution.
- c. If required, provide support agreements required to maintain equipment with updated software and features.

### 3. WARRANTY

a. Provide warranty information for all items proposed, including options for extended support.



### POTENTIAL SCOPE OF OPPORTUNITY

Technology available throughout RCSD sites varies widely in type and age from site to site. RCSD is a multi-platform District where both elementary and middle schools have a mix of Chromebooks, iPads, Mac Mini labs or Dell laptop mobile labs for student use; and Chromebooks, Dell/Mac Mini Desktops and Laptops, Mac OS, iOS and tvOS for staff and teacher use.

### **HARDWARE**

Device	Count
iPad (iOS)	1,479
Apple TV (tvOS)	532
Mac (Windows & macOS)	1,645
PC (Windows)	272
Chromebook	7,751
TOTAL	11,679

### **USERS**

User	Count	
District Staff	1,300	
Students	11,664	



### **FUNCTIONAL REQUIREMENTS**

The Unified Endpoint Management Solution <u>must</u> be able to (please check all that apply):

	iOS	tvOS	macOS	Windows OS	Chrome OS
Provisioning:					
Configuration of endpoints & security policies.					
Remotely manual, or automatic distribution of mobile applications (one/multiple endpoints).					
Update & patch management.					
Enterprise Data Protection:					
Applying controls for data encryption.					
Mitigating data loss & remediation.					
Auditing, tracking and reporting:					
Providing endpoint inventories.					
Endpoint lifecycle management.					
Endpoint tracking.					
Compliance verification with enterprise policies and manage assets.					
Compliance auditing, notification capabilities of entire endpoint, system, and/or apps.					
Apple Specific:					
Integrate with Apple School Manager for zero-touch deployment.					
Remotely manage applications, updates, patches.					
Vulnerability mapping and endpoint recognition.					
Other:					
Remote wipe an entire endpoint, or selectively manage apps and data.					
Remote wiping of lost or stolen endpoints.					
Remote access for real-time troubleshooting.					
Ability to flag and notify (email, API, SQL lookup) if endpoints are out of compliance.					
Agentless remote control of an endpoint similar to WebEX or GoToMeeting.					



### **DESIRED FUNCTIONALITY**

The Unified Endpoint Management Solution should be able to (please check all that apply):

	iOS	tvOS	macOS	Windows OS	Chrome OS
Provide a single console, or web-based platform, to configure, manage and monitor all endpoints and services.					
Provide a single view of multidevice users for enhancing efficacy of end-user support and gathering workplace analytics.					
Immediate and native mobile threat defense and protection for endpoints, networks, and apps.					
Threat detection and mitigation.					
Endpoint vulnerability scans.					
Quarantine any malware found on client computers.					
Create antimalware and/or virus policies.					
API framework for custom applications.					
Policy enforcement, if an agent is missing, through onboarding, the ability to identify missing agent and redirect endpoint through the provisioning process.					



### PROPOSAL EVALUATION

All proposals will be evaluated for completeness and the vendor's ability to meet or exceed RFP specifications. A contract, if awarded, will be pursuant to the <u>California Public Contract Code 20118.2</u>, which permits the District to competitively negotiate such contracts and to consider more than simply price in awarding the contract. In this case, price will be one of the most heavily weighted factors; though the District will also consider the prospective vendor's ability to meet the minimum functional and technical requirements for the services as described in the RFP, as well as other relevant factors, including but not limited to performance reliability, standardization, warranties and customer support.

The criteria listed below are not necessarily an all-inclusive list. While price will be the most heavily weighted criteria, the order of appearance is not intended to indicate relevance of importance. Once a vendor has been found responsive to the RFP requirements, a determination of award will be made based on the following considerations (not necessarily in order):

CRITERIA	POINTS
Costs, including installation, recurring, upgradeability, etc.	35
Meeting RFP requirements; Responses to Project Scope; Endpoint Management Solution and Services, Requirements, Functions, Features, etc.	20
Minimum of 3 client references with California K-12 education experience / Qualifications (Prefer references and/or citations from prior installations where equal services have been provided for projects of similar size and complexities)	15
Transition, Implementation, and Timelines	15
Training and Support	15
Total Points	100



### **VENDOR DEMONSTRATIONS**

RCSD has set aside the dates noted in the Schedule of Events for Vendor Demonstrations with the Vendors that make the shortlist. Demonstrations will be scheduled between 10:00 AM and 12:00 PM (PDT) of the days noted.

Vendors will be required to provide a one-and-a-half-hour presentation which consists of the solution that was proposed including a product portfolio, benefits of the proposal and a working demonstration of their work. This presentation might include staff that may or may not be key decision makers in the RFP solution nor employed by the District.

### **RFP SCHEDULE**

RFP Posting: February 28, 2020
End of Questions: March 9, 2020, 3:00 PM
Responses to Questions: March 13, 2020, 3:00 PM
Closing: March 27, 3:00 PM

Vendor Demonstration: April 27th through 30th, 10:00 AM

Award of RFP: May 15, 2020, Contingent upon Board Approval

Contract Start Date: July 1, 2020



### RFP 20-906 - APPENDIX A BASIC SPECIFICATIONS

QUESTIONS	RESPONSE
<b>Hardware</b> : If the proposer will provide hardware, does the hardware have multiple hard drives utilizing a redundant RAID configuration for fault tolerance? Are redundant servers included as well?	
Operating System and Version:	
<b>Web Server:</b> Is a web server required? If so, what web application is required? What version? Are add-ins required?	
Application & Database Server:	
Other Requirements: Are any other hardware or software components required?	
<b>Assumptions:</b> List any assumptions made as part of the identification of these environment requirements.	
<b>Storage</b> : What are the space/storage requirements of this implementation?	
<b>Users</b> : What is the maximum number of users this configuration will support?	
<b>Clustering</b> : How does the solution handle clustering over multiple servers?	
<b>Virtual Server Environment:</b> Can the solution be run in a virtual server environment? (If yes, please provide all specifications required to run the proposed solution)	

If the proposed solution will be hosted, describe in detail what the hosted solution includes, and address specifically the following issues:

QUESTIONS	RESPONSE
Describe the audit standards of the physical security of the facility; and	
Indicate whether Proposer is willing to allow an audit by University or its representative	
If the user and administrative interfaces for the solution are web-based, do the interfaces support Google Chrome across multiple operating systems platforms?	
If the solution requires special client software, what are the environment requirements?	



### RFP 20-906 - APPENDIX B SECURITY AND INTEGRATION

QUESTIONS	RESPONSE
Has the solution been tested for application security vulnerabilities? For example, has the solution been evaluated against:	
<ol> <li>SQL Injection Attacks</li> <li>Broken Authentication</li> <li>Sensitive Data Exposure</li> <li>XML External Entities (XEE)</li> <li>Broken Access Control</li> <li>Security Misconfiguration</li> <li>Cross-Site Scripting</li> <li>Insecure Deserialization</li> <li>Using Components With Known Vulnerabilities</li> <li>Insufficient Logging And Monitoring</li> <li>If yes, please attach to your response the scan results and specify the tool used.</li> </ol>	
Which party, the vendor or RCSD, will be responsible for maintaining critical solution application security updates?	
If the solution is hosted, indicate whether the proposer will permit the RCSD to conduct a penetration test on the District's instance of the solution.	
If confidential data, including HIPAA or FERPA data, is stored in the solution, will the data be encrypted at rest and in transit?	
What platform(s) does the solution integrate with to exchange authentication data? (For instance, SAML, LDAP, Google, Active Directory, ADFS, etc.) Can the platform support more than one?	
Does the solution rely on active directory for group management and authorization or does it maintain a local authorization/group database?	
Does the solution have an application programming interface ("API") that enables us to incorporate it with other applications run by RCSD? If so, is the API .net based? Web Services-based? Other?	

Please complete the following forms, and submit with your response to the RFP.

• Vendor Statement of Compliance Data Privacy and Protection



Vendor Name: Contact Name:

LESS DISCOUNTS

TOTAL COSTS (ANNUAL):

### Board of Education Rob Baquera Julie Constant Alisa Fong Valerie Gross Gary Miller Derk Garcia, Superintendent

\$0.00

### RFP 20-906 - APPENDIX C PRICING WORKSHEET

Please click within the below spreadsheet to complete the pricing worksheet. Responses are required to provide a five-year cost analysis. Be thorough and specific as price will be weighted heavily in determining "Best Value" and will form the basis of any contract award.

The District anticipates awarding a 5-year contract, effective July 2020 through June 30, 2025, with an option to cancel annually at the sole discretion of the District with 90 days prior written notice. Contract rates shall remain firm throughout the terms of the contract. In the event of a general price decrease, the District reserves the right to revoke the RFP award unless the decrease is passed on to the District. Vendor shall provide 3-months advance notice of annual request for increase in rates which shall be subject to negotiation and written agreement between the parties.

Contact Title:	Ad					
Contact Phone:						
Hourly Rate (if applicable):			I			
QUANTITATIVE ANALYSIS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	411.111.11
COSTS	20-21	21-22	22-23	23-24	24-25	TOTAL
Implementation & Configuration						\$0.00
Migration & Integration (Parallel Systems)						\$0.00
Maintenance & Hosting					8	
Licensing	3					\$0.00
Equipment Requirements	3	E7			=7	\$0.00
Technical Support	3	29			27	\$0.00
Technical/Administrator Training (Pre-Implementation)						\$0.00
Post-Implementation Updates		% S <sup>2</sup>			30	\$0.00
Additional Fees, if any below:	d.	20			8	
						\$0.00
		- 5				\$0.00
		- 5			- 5	\$0.00
						\$0.00
					22	\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00

Or copy and paste the following URL into a browser: <a href="https://bit.ly/2tK7K1Y">https://bit.ly/2tK7K1Y</a>

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00



### RFP 20-906 - APPENDIX D REFERENCES

Provide contact information for a minimum of three local references, preferably in K-12 Education, using similar make and model equipment to the proposed solution.

Company name and location	
Contact name, position and phone number	
Contact Email	
Implemented Solution	
How long installed	
Company name and location	
Contact name, position and phone number	
Contact Email	
Implemented Solution	
How long installed	
Company name and location	
Contact name, position and phone number	
Contact Email	
Implemented Solution	
How long installed	



### VENDOR REQUIREMENTS, ADDITIONAL INSTRUCTIONS & INFORMATION TO PROPOSERS

All submitted proposals must provide at a minimum, all requested information in this RFP. Each response will be reviewed to determine if it is complete prior to actual evaluation. The information should be organized as indicated in the RFP requirements.

Roseville City Elementary School District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the request for information, contained in this section.

- 1. PROPOSALS: Each proposal shall be submitted on forms supplied by the DISTRICT. Each proposal shall conform and be responsive to DISTRICT specifications. Any portion not included, without prior district approval, could be the cause of elimination from the RFP process. Proposer 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. Any portions of the submitted RFP, which are to be treated by Roseville City Elementary School District as proprietary and confidential information, must be clearly marked as such.
- 2. **REFERENCES:** Vendor shall supply a list of all school districts in the state of California for whom the Vendor is currently providing services during the past five (5) years (2015-2020)
- 3. CHANGES/CORRECTIONS/ADDENDUMS: Changes or corrections may be made in the RFP documents after they have been issued and before the due date for receipt of proposals. In such a case, a written addendum describing the change or correction will be issued by the District to all Vendors of record. Such addendum shall take precedence of that portion of the documents concerned, and shall become part of the RFP documents. Except in unusual cases, addenda will be issued to reach the Vendors at least three (3) days prior to the established date for receipt of proposals.
- 4. **TYPEWRITTEN/WRITTEN IN INK:** All prices or notations must be typed or written in ink. Proposals written in pencil will not be accepted.
- 5. **ERASURES:** The proposal submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or person signing the proposal.
- 6. ALL COSTS INCLUDED: All costs must be included in the bidder's proposal. The bidder shall deliver, install, and provide training for use of the student management system. These specifications are meant to outline the District's functional requirements and are not meant to be an exhaustive list of services required to accomplish these requirements.
- 7. **TAXES AND INSURANCE:** All insurance that may be required shall be included in all bid response quotations. The District is not exempt from California State sales and use taxes. The District is exempt from paying Federal Excise Taxes. California sales tax shall be included in the bid response quotations as a separate line item.
- 8. **SIGNATURE**: The proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the proposal. In case a proposal is submitted by a corporation, it must be signed in the name of said corporation by a duly authorized officer or agent thereof.



- 9. MODIFICATIONS: Changes in or additions to the proposal form, alternative proposals, or any modifications of the proposal form which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive to the invitation to proposal. No oral or telephonic (facsimile machine, FAX, inclusive) modifications of any proposal submitted will be considered.
- 10. **EXAMINATION OF CONTRACT DOCUMENTS**: Bidders shall thoroughly examine and be familiar with Specifications. The failure or omission of any bidder to receive or examine any contract documents, forms, instruments, addenda or other documents or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligations with respect to his proposal or the contract. The submission of a proposal shall be taken as "Prime Facie" evidence of compliance with this section.
- 11. **ERROR IN PROPOSAL:** Any claim by bidder of error in his proposal must be made before proposals are opened, or the claim shall be deemed waived. Any bidder may withdraw his proposal at any time before the time at which proposals are due and the Request for Proposals is closed and, having done so, no bidder will be permitted to resubmit a proposal.
- 12. **AWARD OF CONTRACT LIMITATION:** No proposal will be accepted from or contract awarded to any party or firm in arrears to the District, or who is a defaulter as surety, contractor or otherwise.
- 13. **EVIDENCE OF RESPONSIBILITY:** Upon the request of the District, a bidder whose proposal is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his experience and organization available for the performance of the contract.
- 14. **ACCEPTANCE OR REJECTION OF PROPOSALS:** The Board of Education reserves the right to reject any and all proposals, or any or all items of any proposal, or waive any irregularity of any proposal. No proposal may be withdrawn for a period of ninety (90) days without written approval of the District.
- 15. **THE CONTRACT:** The proposer to whom the award is made shall be required to enter into a written contract with the District. These RFP specifications and the proposer's submission will be attached to, and become a part of, the final contract documents. The District makes no commitment in or by virtue of this RFP to purchase anything from any supplier. The receipt of any supplier's quotation shall not place the District under any obligation to award the agreement to that supplier.
- 16. COOPERATIVE CONTRACTS OR CURRENT PIGGYBACKABLE BID OR CONTRACT AWARDS: The District is seeking best value for product and services. Access to current piggyback bids or contracts, government contracts or cooperative purchasing agreements is desirable.
- 17. **PREVAILING LAW**: In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations or rules, then the latter shall prevail.
- 18. **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.
- 19. **FEDERAL OR STATE REGULATIONS**: The Bidder's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State of California and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract.



- 20. **ASSIGNMENT PROHIBITED**: No contract awarded under this proposal shall be assigned without the approval of the Board of Education.
- 21. **PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS:** The Bidder shall save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by the District, or by any of its officers or agents of items to be supplied by the Bidder.
- 22. **DELIVERY**: 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. this should move up or a sentence move down.
- 23. **INABILITY TO PERFORM:** In the event that Bidder is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an act of God, which is not the fault of the Bidder, the Bidder shall not be required to deliver or perform, subject to the following requirements:
  - a. The Bidder shall send written notice to the District of the Bidder's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The Bidder shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by the District or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
  - b. The District may cancel the contract or purchase order, entirely or in part.
  - c. The Bidder shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by the District of a new purchase order or other written instruction.
- 24. **EQUAL OPPORTUNITY EMPLOYMENT:** Bidder, in submitting his proposal certifies that he is an Equal Opportunity Employer, and certifies that he is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice 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.
- 25. **GOVERNING LAW AND VENUE:** In the event of litigation, the bid 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 Placer County.
- 26. **CONTACT WITH DISTRICT REPRESENTATIVES:** No business entity, including any agent of such entity, shall directly or indirectly contact any district representative immediately before or during the bidding process of any project on which the business entity intends to or has submitted a bid. Any vendor violating this policy shall be deemed disqualified from bidding. Should such contact come to light after the bid is awarded and the entity was deemed the successful bidder, the Board reserves the right to cancel any contract awarded.



- 27. **ARBITRATION**: All claims of \$375,000 or less which arise between the bidder and the District shall be subject to the settlement and arbitration provisions set forth in the public Contract Code Sections 20104 through 20104.8, which provisions are incorporated hereby by this reference.
- 28. **RIGHT TO TERMINATE:** District reserves the right to terminate this Request for Proposal and all documents associated with the Request for Proposal, including but not limited to a Letter of Intent/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 the Bidder/Contractor prior to termination.
- 29. **BID PROTEST:** Any bid protest by any Bidder must be submitted in writing to the District before 2:00 p.m. of the third (3rd) business day following bid opening.
  - a. The protest must contain a complete statement of any and all bases for the protest.
  - b. The protest must refer to the specific portions of all documents that form the bases for the protest.
  - c. The party filing the protest must have actually submitted a bid. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue his or her own protest.
  - d. The protest must include the name, address and telephone number of the person representing the protesting party.
  - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
  - f. The bidder whose bid has been protested may submit a written response to the bid protest. Such a response shall be submitted to the District no later than 2:00 p.m., no later than three (3) working days after the deadline for submission of the bid protest, as set forth above, and shall include all supporting documentation. Such a response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
  - g. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
  - h. A "business day", for purposes of this section, means a weekday during which the District's office is open and conducting business.



### NON-COLLUSION AFFIDAVIT TO BE EXECUTE BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code Section 7106)

	(	(Name) , being first duly sworn, deposes and	says that they are
	(	(title) of the	(Name)
association, organization directly or indirectly inducedluded, conspired, confrom bidding; that the bidding; that the bidding with anyone element of the bid price contract of anyone interest the bidder has not, direct or divulged information	n, or corporation; that the laced or solicited any other benived, or agreed with any bicoidder has not in any manner to fix the bid price of the or of that of any other biddlested in the proposed contractly or indirectly, submitted his or data relative thereto, or	or on behalf of, any undisclosed person, ploid is genuine and not collusive or sham; the idder to put in a false or sham bid, and has redder or anyone else to put in a sham bid, or the ider, directly or indirectly, sought by agreement bidder or any other bidder, or to fix any over, or to secure any advantage against the put ct; that all statements contained in the bid are its or her bid price of any breakdown thereof, or paid, and will not pay, any fee to any coor to any member or agent thereof to effectuation.	nat the bidder has not directly or indirectly at anyone shall refrairent, communication, or verhead, profit, or costablic body awarding the etrue; and, further, that or the contents thereof proporation, partnership.
I certify (or declare) und correct.	der penalty of perjury under	r the laws of the State of California that the	foregoing is true and
Signature:			_
Printed Name:			_
Company Name:			_
Address:			_
City, State, ZIP			_
Date:			



and

### **EXECUTION OF OFFER**

ROSEVILLE CITY SCHOOL DISTRICT RFP 20-906 Unified Endpoint Management Solution & Services.

**Bid Closing Date:** March 27, 2020

**Bid Closing Site:** Roseville City School District, Warehouse Conference Room

### To: **Purchasing Supervisor**

- 1. Pursuant to and in compliance with the Notice Inviting Proposals, Information for Bidders, General Conditions, Bid Form, Addenda, if any, and other documents relating thereto, the undersigned bidder having familiarized him/herself with the terms of the bid and the conditions affecting the performance of the bid, hereby proposed and agrees to perform, within the time stipulated everything required in this bid for the amount herein set forth.
- 2. This bid shall continue to remain in effect after the initial period indicated for as long as all parties remain in agreement for additional purchases.
- 3. Bidder shall complete and sign the provided Non-collusion Affidavit and include it with bid response.

Name of Firm:			
Address			
		(name),the	(title),
information submitted	by the bidder in conr	perjury in accordance with the laws of nection with RFP 20-906 Unified End ade, are true and correct.	
Executed this	day of	, 20 at	(county).
Signature			
Telephone			
Email addross			

**END OF BID FORM, TERMS AND CONDITIONS**