



**Irvine Unified School District**  
**Orange County, CA**

**Bid No. 19/20-01 IT**  
**Technology Equipment and Peripherals**

**Bid Deadline/Opening: December 3, 2019 at 2:00 pm**

Contact: Michelle Bennett

Irvine Unified School District  
5050 Barranca Parkway, Irvine, CA 92604  
949-936-5022

Email: MichelleBennett@iusd.org

## REQUIRED DOCUMENTS

*\*Please return this sheet with your Bid Documents\**

### Bid Documents Due at the Submission of the Due Date

- Bid Form
- Bid Form Pricing Sheet (all pages)
- Noncollusion Declaration
- Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
- Certification of Restriction on Lobbying
- Piggyback Clause
- Manufacturer's letter(s) authorizing Bidder to sell

### Other Forms not required until after award

- Agreement (Sample Agreement included)
- Tobacco Use Policy
- Worker's Compensation Certificate
- Drug-Free Workplace Certification
- Criminal Records Check Certification
- Technical Specification and Requirements
- W-9
- Certificate of Liability Insurance, including an Additional Insured Endorsement, this is a separate document (Irvine Unified School District must be named as an Additional Insured)

## Bid No. 19/20-01 IT, Technology Equipment and Peripherals

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**\*IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE BID OPENING, THE BIDDER WILL BE DECLARED NON-RESPONSIVE.**

## NOTICE CALLING FOR BIDS

DISTRICT: **IRVINE UNIFIED SCHOOL DISTRICT**

BID DEADLINE: **December 3, 2019 at 2:00 pm**

PLACE OF RECEIPT: Irvine Unified School District  
Attn: Michelle Bennett  
5050 Barranca Parkway  
Irvine, California 92604

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as “District,” will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for **Bid No. 19/20-01 IT Technology Equipment and Peripherals**.

BID DOCUMENTS will be made available on October 28, 2019 (as a download) at the following website: <https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps>. **Bidders will be responsible for reproducing all documents related to this bid.** All bids shall be made and presented on the forms provided in the Bid Documents.

Any questions regarding Bid Documents must be received via e-mail to the attention of Michelle Bennett at [MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org) by 11:00 am on November 15, 2019.

Time is of the essence. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bidding process. The Award of the Contract, if made by the District, will be by the action of the Governing Board. No Bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of the bids.

Irvine Unified School District  
Governing Board

By: Michelle Bennett  
Specialist, Information Technology Contracts

Published: October 28, 2017  
November 4, 2017

Newspaper: OC Register

## CALENDAR OF EVENTS

Event	Details	Date
<b>Bid Advertised</b>	Orange County Register	October 28, 2019 November 4, 2019
<b>Bid Posted</b>	IUSD Website	October 28, 2019
<b>Last Day to Submit RFIs/Questions</b>	<a href="mailto:MichelleBennett@iud.org">MichelleBennett@iud.org</a>	November 15, 2019 at 11:00 am
<b>Response to Questions/RFIs Posted</b>	IUSD Website	On or before November 20, 2019
<b>Bid Deadline/Opening</b>	<b>Irvine Unified School District Office - Board Room</b> 5050 Barranca Parkway Irvine, CA 92604	December 3, 2019 at 2:00 pm
<b>*Board of Education Action</b>	Award of Contract	*anticipated December 17, 2019

\*Date is subject to change at the discretion of the District.

## INFORMATION FOR BIDDERS

### WARNING:

READ THIS DOCUMENT CAREFULLY.

DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU  
MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. Preparation of Bid Form. Bids shall be submitted on the prescribed forms including, but not limited to, the Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, and all applicable modifications, addenda and amendments, if any ("Bid Response Documents") and completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. Whenever the amount resulting from the multiplication of the unit price bid by the Bidder on any item by the total number of units called for in the item does not equal the total price bid, then the unit price shall govern for all purposes. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all Bid Documents and shall be made on the Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, and all applicable modifications, addenda and amendments, if any ("Bid Response Documents") and completed in full. Bidders shall submit:

- one (1) original hardcopy and
- two (2) additional hardcopies and
- one (1) electronic copy on CD or flashdrive.

The complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to **Irvine Unified School District, Purchasing Department, 5050 Barranca Parkway, Irvine, CA 92604, Attn: Michelle Bennett**, and must be received on or before the bid deadline (Public Contract Code Section 20112). The envelope shall be plainly marked in the upper left hand corner with the Bidder's name, the bid number and the date and time for the opening of bids. **It is the Bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the Bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.

3. Bid Pricing. Bid prices are to include all costs associated with the technology equipment and peripherals included on Bid Form Pricing Sheet (hereinafter referred to as “Equipment”, “Project” and/or “Work”) including, but not limited to, shipping, F.O.B. Irvine Unified School District (“District”) or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, and costs of optional services and products. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Costs not identified by respondent to this solicitation (“Bidder”) shall be borne by Bidder and will not alter the requirements identified in this solicitation.

4. Signature. The signatures of all persons shall be in longhand and in ink. Any signature required on the Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer’s letter(s) authorizing Bidder to sell, Tobacco Use Policy, Workers’ Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all required insurance documents, Technical Specifications and Requirements, General Conditions, Sample Agreement, specifications, and all modifications, addenda and amendments provided (“Bid Documents”) must be signed in the name of the Bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if Bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the Bidder is a joint venture or partnership, there shall be submitted with the Bid Documents signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Bidder, who shall act in all matters relative to the joint venture or partnership. If Bidder is an individual, his/her signature shall be placed on such Bid Documents.

5. Modifications. Changes in or additions to any of the Bid Documents, alternative proposals, or any other modifications which are not specifically called for in the Bid Documents may result in the rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the Bid Documents will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that any bid is unintelligible, illegible or ambiguous, the bid may be rejected as being nonresponsive.

7. Examination of Site and Bid Documents. At its own expense and prior to submitting its bid, each Bidder shall examine all Bid Documents; visit the sites and determine the local conditions which may in any way affect the Project; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the Project, including the cost of permits and licenses required for the Project; determine the character, quality, and quantities of the Work to be performed and the Equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the bid. Irvine Unified School District (District) shall not be liable for any loss sustained by the successful Bidder resulting from any variance between the actual conditions and data given in the Bid Documents. Bidder agrees that the submission of bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Information for Bidders.

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the Bidder, at any time prior to the scheduled closing time for receipt of bids. No Bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

9. Interpretation of Bid Documents. If any Bidder is in doubt as to the true meaning of any part of the Bid Documents, wishes to request a substitute “or equal” item for Equipment or Work listed on the Short List in the Bid Form Pricing Sheet, or finds discrepancies in, or omissions from the Bid Documents, a written request for an interpretation or correction thereof must be submitted to District via email to the attention of Michelle Bennett at [MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org) by **November 15, 2019 at 11:00 am pacific time**. No requests shall be considered after this time. The Bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Bid Documents will be made solely at District discretion and only by written addendum duly issued by the District, and a copy of such addendum will be posted publicly on the Irvine Unified School District website and hand delivered, emailed or faxed to each Bidder known to have received a set of Bid Documents. No person is authorized to make any oral interpretation of any provision in the Bid Documents, nor shall any oral interpretation of the Bid Documents be binding on the District. If there are discrepancies of any kind in the Bid Documents, the interpretation of the District shall prevail. **SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK AND PROVIDING THE EQUIPMENT AND WORK; AND THAT THE BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK AND PROVIDING THE EQUIPMENT AND WORK IN ACCORDANCE WITH THE BID DOCUMENTS.**

10. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one (1) bid for the same Work/ Equipment unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a proposal or quoting prices to other Bidders or submitting a bid.



11. Award of Contract. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of bid, if made by the District, will be by the action of the District's Governing Board to the lowest responsive and responsible Bidder. **The District will determine low bid by calculating the total costs of the proposals against a hypothetical scenario(s).** If two identical low bids are received from responsive and responsible Bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a Bidder, and such Bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to Bidder, the District may award the contract to the next lowest responsive and responsible Bidder or reject all bids. Due to the large number of line items, the bids will be received at the location and time designated and a spreadsheet of the awarded result will be posted online at: [www.iusd.org/District\\_services/purchasing/CurrentBidsandRFPs.html](http://www.iusd.org/District_services/purchasing/CurrentBidsandRFPs.html) .

The District's contract award will be made partially on the ability to completely comply with the greatest number of technology catalog categories. The District has also provided a short list of specific Equipment and part numbers as a brief cross-sampling. This short list is solely an example to the District, and the amount of weight in scoring of submitted bids that this short list will receive will be solely at the option and discretion of the District. The District will determine low bid by totaling a hypothetical scenario(s) provided at the Bid Opening.

12. Agreement. The form of Agreement which the successful Bidder (Contractor), will be required to execute, is included as the Sample Agreement in the Bid Documents and should be carefully examined by the Bidder. The Agreement may be executed in two (2) original counterparts. The complete Agreement consists of the following, but not limited to, the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Sample Agreement, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, Tobacco Use Policy, General Conditions, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, Technical Specifications and requirements, all required insurance documents, and all modifications, addenda and amendments, if any, and the completed Agreement (hereinafter Bid Documents), thereof duly incorporated therein. All of 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 Bid Documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery of all Equipment and Work called for in the Bid Documents.

13. Competency of Bidders. In selecting the lowest responsive and responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Project. By submitting a bid, each Bidder agrees that the District, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's performance of the contract. The District may also consider the qualifications and

experience of persons and organizations proposed for those portions of the Project. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the Bidder, proposed subcontractors, and other persons and organizations to do the Project to the District's satisfaction within the prescribed time. The District reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the satisfaction of the District.

14. Insurance and Workers' Compensation. The successful Bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth in the Agreement. District may request that such certificates and endorsements are completed on District provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful Bidder shall secure the payment of compensation to all employees. The successful Bidder who has been awarded the contract shall sign and file with District prior to performing the Project, the Workers' Compensation Certificate included as a part of the proposal documents. Labor Code section 1861.

a. Successful Bidder shall, at Bidder's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Bidder's fulfillment of the obligations under this bid:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

(a)	General Aggregate	\$2,000,000
(b)	Each Occurrence	\$1,000,000
(c)	Products/Completed Operations	\$1,000,000
(d)	Personal and Advertising Injury	\$1,000,000
(e)	Damage to Rented Premises	\$50,000
(f)	Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Bidder drives on behalf of the District in the course of providing Equipment and performing Work.)

iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the District.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering Bidder's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii., and iv. above shall not in any way limit the liability of the Bidder.

b. No later than five (5) days from execution of the Agreement by the District and successful Bidder, and prior to proving Equipment and commencing the Work under this bid, Bidder shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Successful Bidder shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of the Agreement.

15. Anti-Discrimination. In connection with all Equipment provided and Work performed under this bid, there shall be no lawful discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.

16. Hold Harmless/Indemnification and Insurance. The successful Bidder awarded the contract will be required to defend, indemnify and hold harmless the District, the Governing Board, officers, agents, and employees and provide the required insurance as set forth in the Agreement.

17. New Equipment. Bidder shall not provide "Remanufactured Equipment," i.e. equipment that has been factory disassembled to a predetermined standard, then reassembled by using new parts and some used or recycled components. District shall be the first user of the equipment. All items furnished under this Bid shall consist of new and original components.

18. Brand Names and Model Numbers. Brand names are included for descriptive purposes, to indicate the quality, design and utility desired. Brand names and model numbers where specified have been shown due to existing standards. Specific makes and models are required in some circumstances in order to be compatible with existing District equipment. This specification is not intended to restrict competition. District approved substitutes of equal specifications and capabilities those specified are acceptable unless otherwise indicated in this bid request.

Bidders may find discrepancies in the model numbers given in that the model number may be an old one and the item is not referred to by a new number. Consideration will be given in that situation. Bidders should note that the referenced Equipment in their bids are for the same items as specified by designating “New Number” in the Brand/Model area, should that be the case. Inquiries regarding such discrepancies are to be made in accordance with Section 9: Interpretation of Bid Documents in the Information for Bidders.

19. Substitutions. All items bid must conform to the terms and conditions set forth in these Bid Documents. The District reserves the right to reject all bids that do not conform to the Bid Documents.

Whenever in specifications any Equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or equal", and Bidder may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified, subject to District approval.

A.) **SHORT LIST.** Should the Bidder wish to request prior to bid opening, any substitution for the Equipment specified in the Short List of the Bid Form Pricing Sheet, the Bidder shall submit a written request to the District **within the timeframe stated for Requests for Information (RFI’s), in accordance with Section 9: Interpretation of Bid Documents in the Information for Bidders and as noted on the Calendar of Events.** Bidders submitting RFIs requesting substitutions of “or equal” Equipment should include the line number, description, and manufacturer and model no. listed on the Bid Documents, and the manufacturer and model no. of the proposed “or equal” Equipment. Descriptive technical literature fully describing the claimed “or equal” Equipment (manufacturer’s specifications and a picture of the specific item), marked with the appropriate bid item number should be provided. Suitability and valuation of “equals” rest in the sole discretion of the District. Requests for substitution received after the timeframe stated for Requests for Information (RFI’s) deadline (noted on the Calendar of Events) will not be considered. If the substituted item is acceptable, the District will approve it in an Addendum posted to the District website and issued to all Bidders of record. It is the Bidder’s responsibility to monitor the District website for changes, updates, revisions and/or uploaded documents.

B.) **CATALOG DISCOUNT.** For proposed Catalog Discount Work and Equipment, Bidders should list all manufacturers available in the column denoted “Brands/Manufacturers” on the Bid Form Pricing Sheet. Bidders are not required to offer

Equipment from all manufacturers listed in the description. Bidders may propose additional “or equal” manufacturers. Suitability and valuation of “equals” rest in the sole discretion of the District.

- C.) **AFTER AWARD.** After Award the successful Bidder (“Contractor”) may delete Equipment removed from the market by the manufacturer or and/or add Equipment introduced to the market by the manufacturer under the following conditions:
- a. Deleted Equipment has been discontinued and are no longer available from the manufacturer;
  - b. Added equipment is a direct replacement for original Equipment listed in the bid, Contractor’s bid, the resulting Agreement and/or any Purchase Agreements;
  - c. Contractor has obtained prior written District Board approval; and
  - d. Contractor receives an executed Amendment to the Agreement and/or a revised purchase order.

It is understood and agreed to by the Bidder that the District reserves the right to reject any such proposed substitution. If the “or equal” Equipment or Work offered as a substitution by the Bidder is not acceptable, in the sole opinion of the District, and an Addendum with the proposed “or equal” item(s) is not issued, then the Bidder expressly understands and agrees that Bidder shall furnish the Equipment or Work specified by the District in the Bid Documents. The District is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of proposed substituted items shall be borne by the Bidder. The District shall be the sole judge as to the quality and suitability of proposed substituted items, and decisions of the District shall be final and conclusive.

In the event successful Bidder furnishes material, process, service or equipment other than what was specified in the Bid Documents and Bidder’s bid and which has been accepted by the District and which later is defective, then Bidder at its sole cost and expense shall furnish the District specified Equipment or Work or fully replace with new, the defective material process, service or equipment, at District’s discretion.

In the event Bidder furnishes material, process service, or equipment more expensive than specified in the Bid Documents and Bidder’s bid, the difference in cost of such material, process, service, or equipment so furnished shall be borne by Bidder. Any engineering, design fees, or approval agencies' fees required to make adjustments in material or work of all trades directly or indirectly affected by the approved substituted items shall be borne entirely by Bidder. Any difference in cost between an approved substitution which is lower in cost than the originally specified Equipment or Work shall be refunded or credited by Bidder to District.

20. Sample Equipment for Evaluation. Samples of Equipment may be required for evaluation. Samples will be delivered to the District and returned to the Bidder at the Bidder’s expense. Bidders are hereby notified to have samples ready for prompt evaluation if requested within five (5) calendar days of bid opening. Samples which cannot be provided in that time may not be considered for award.

21. Deviations from Bid Terms and Conditions. Deviations from any bid term or condition shall cause a bid to be rejected as nonresponsive. All deviations must be clearly noted at time of bid submission. If not noted, the assumption is that Bidder is bidding as specified in Bid Documents.

22. Warranty/Quality. Bidder shall guarantee that the Equipment shall perform against all defects or failures of materials and workmanship for a minimum period of one (1) year from the actual delivery date.

23. Sales Tax. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District.

24. Delivery. Destination will be designated within the boundaries of the Irvine Unified School District. Actual delivery dates should be coordinated with the District. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices, and packages. Upon award of bid, the awarded Bidder(s) shall keep sufficient stock of Equipment and service material to ensure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders. **Bid all items F.O.B., Irvine Unified School District** or as directed by the purchase order of said District.

25. Contract Performance. The Equipment in this bid and the resulting Agreement shall be delivered only after the issuance of a purchase order(s) against the Agreement by the Irvine Unified School District, and shall be delivered F.O.B. Irvine Unified School District or as directed by the purchase order(s) of said District in the quantities specified on the purchase order(s). Purchase orders will be issued a reasonable time in advance of date of delivery. All Equipment furnished shall be subject to inspection and rejection by Irvine Unified School District for defects or non-compliance with the specifications. The cost of inspection and/or return shipping for Equipment which do not meet the specifications will be borne by the Contractor.

Unless otherwise specified, if any Equipment is not delivered within sixty (60) days following issuance of a purchase order, or if any Contractor delivers any Equipment which does not confirm to the specifications, the District may, at its option, annul and set aside the Agreement, whether in whole or in part, and make and enter into a new contract with a new provider in accordance with law for furnishing such Equipment so agreed to be furnished. Any additional cost or expense incurred by the District in the making of such contract and any additional cost of supplying any Equipment by reason of the failure of the Contractor, as above stated, shall be paid by such Contractor.

26. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful Bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The Bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.



27. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Noncollusion Declaration.

28. Tobacco-Free Policy. The successful Bidder shall agree to enforce a tobacco-free work site and shall submit the completed Tobacco Use Policy.

29. Criminal Records Check. The successful Bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the Criminal Records Check Certification.

30. Piggyback Clause. For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the Bidder, other public agencies within the counties of the State of California may procure identical Equipment, excluding services, off this bid under the same terms and conditions and at the same percentage discount, pursuant to sections 20118 (K-12 school Districts) and 20652 (Community College) of the Public Contract Code.

The Irvine Unified School District waives its right to require such other Districts and offices to draw their warrants in the favor of the District as provided in said Code section. Public agencies who elect to piggyback on this Bid and the resulting Agreement shall process their purchase orders and warrants directly to the successful Bidder upon agreement by the District and the successful Bidder.

Acceptance or rejection of this clause will not affect the outcome of this bid.

31. Protest. Bidders may protest the recommended award, provided the protest is in writing, contains the bid number, is delivered to the address listed for submission of Bid Documents, and is submitted within five (5) calendar days of the posting of the Intent to Award. Grounds for a protest is that the District failed to follow the selection procedures and adhere to requirements specified in the Bid Documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. seq. or violation of any State or Federal law. Protest will not be accepted on any other grounds. All protests will be handled by a panel comprised of District staff. The District will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting Bidder within five (5) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.

32. References. Bidders shall list a minimum of four (4) references where Bidder has successfully provided the similar type (s) of Equipment and Work to another large school District or large corporation at the similar size and scope as Irvine Unified School District. All references shall include full district/ firm name, address, phone number, management contact, and description of equipment provided and work completed. District reserves the right to contact all references even if Bidder has provided the same type of equipment and/or work for District in the past. Failure by Bidder to provide references with its bid submittal may result in rejection of bid by District. The District reserves the right to obtain from any or all sources, information

concerning Bidder which the District deems pertinent and to consider such information in evaluating the Bidder's bid.

33. Public Information. All Equipment received by the District in response to this bid shall be made available to the public. If any part of a Bidders bid and/or supporting documentation and/or samples is proprietary or confidential, the Bidder must identify and so state, and be submitted separate of the Bid Response Documents. Any Bidder information used to aid in bid selection must not be restricted from the public.

34. Debarment, Suspension, and Other Responsibility Matters. As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed bid in response to this solicitation is certification that Bidder and/or its principals are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that Irvine Unified School District will be notified of any change in this status. Certification of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the bid due date or the Bidder may be declared as nonresponsive.

35. Right to Negotiate Better Prices in the Best Interest of the District. The unit prices set forth by Bidder in the Bid Form Pricing Sheet are intended to give the District flexibility in completing different size Projects for different time periods. However, it is not feasible to list all of the possible Project timelines, quantities, features, options, etc. in this manner. The District wishes to take advantage of volume discounts for orders of large quantities of Equipment and Work, etc. For this reason, the District retains the right to negotiate prices below the unit bid prices listed, and/or to have certain costs waived, if it is mutually agreeable to the Bidder and District, for any particular projects to be initiated within the overall contract.

36. Small Project Applicability. Public Contract Code allows purchase orders to be issued without public bidding for purchases with a cost below \$92,600.00 for the year 2019, to be indexed each calendar year. To get the best overall prices, and to save on "hidden" administrative processing costs, the District may not use (at their sole discretion) the unit price contracting method utilization in this bid process to complete small Projects, below this limit. Lump sum proposals may be accepted for Projects below this cost threshold.



**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE:** (\_\_\_\_\_) \_\_\_\_\_ **FAX:** (\_\_\_\_\_) \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**WEBSITE FOR ONLINE CATALOG:** \_\_\_\_\_

**BID FORM AND REQUIRED DOCUMENTS ATTACHED HERETO**

FOR

**BID NO. 19/20-01 IT,**

**TECHNOLOGY EQUIPMENT AND PERIPHERALS**

FOR

**IRVINE UNIFIED SCHOOL DISTRICT  
5050 BARRANCA PARKWAY  
IRVINE, CA 92604**

BID FORM

**Bidder Name:** \_\_\_\_\_

**To: Irvine Unified School District, acting by and through the Governing Board herein, called the “District.”**

1. The undersigned Bidder, having become familiarized with all the following documents including, but not limited to, the Notice Calling for Bids, Calendar of Events, Bid Form, Bid Form Pricing Sheet, Information for Bidders, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer’s letter(s) authorizing Bidder to sell, Tobacco Use Policy, Workers’ Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, Technical Specifications and Requirements, General Conditions, Sample Agreement, specifications, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the Project and cost of the Project at the place where the Equipment is to be provided and Work is to be performed, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the Project, including all Equipment, Work and all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, utility, transportation services, shipping, assembly, installation, implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, and costs of optional services and products necessary to provide Equipment and perform the Work in a good workmanlike manner required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the Work, in connection with the following:

**Bid No. 19/20-01 IT Technology Equipment and Peripherals**

All in strict conformity with the Bid Documents, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, on file at the Purchasing Dept. of the Irvine Unified School District for the sums as set forth in the Bid Form Pricing Sheet. The Bidder agrees to provide each item listed under the attached Bid Form Pricing Sheet for the prices indicated. The quantity on which to indicate each price shall be one unit unless specifically noted otherwise. Bidders may expand the provided Bid Form Pricing Sheet and create pricing tiers based on different quantities. All quantities shall be based on annual purchases by District within one calendar year.

Each individual bid term shall be determined from reviewing all portions of the Bid Documents, and shall include all items necessary to complete the Project, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Equipment, and the furnishing of tools, equipment, supplies, facilities,

labor, and supervision, required to perform and complete the Project, all as per the requirements of the Bid Documents, whether or now expressly listed or designated.

2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that its bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The initial term of the Agreement is through December 31, 2021. Term of the Agreement may be extended upon mutual consent of District and successful Bidder(s) for an additional three (3) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

4. It is understood and agreed that if written notice of the award of a contract is mailed, emailed, faxed, or delivered to the Bidder, the Bidder will execute and deliver to the Irvine Unified School District the Agreement within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the District, and will also furnish and deliver to the Irvine Unified School District certificates and endorsements of insurance, the Workers' Compensation Certificate, Tobacco Use Policy, Drug-Free Work Place Certification, W-9, Technical Specification and Requirements, and the Criminal Records Check Certification, within five (5) working days of the notice of award of the contract.

5. Communication conveying notice of award of the contract, requests for additional information, or other correspondence should be addressed to the Bidder stated below.

6. The name(s) of all persons interested in the bid as principals are as follows:

Name	Address	Phone/ Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. Name(s) of primary contact(s) who will service this contract/account.

Name	Address	Phone/ Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. How many years of experience has Bidder had providing schools with technology equipment similar to that included in the scope of this Project?

\_\_\_\_\_

9. Has Bidder or any of its principals been in litigation or arbitration or dispute of any kind on a question or questions relating to a similar public project during the past three (3) years? Response must include information pertaining to principal's association outside of the firm bidding this Project.

Yes                       No

If Yes, provide name of public agency and details of the dispute: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. The Bidder hereby warrants that the Bidder has all appropriate licenses and permits to provide the Equipment and perform the Work as specified in the Bid Documents and that such licenses and permits will be in force and effect throughout the duration of performance of any awarded contract. Bidder shall be nonresponsive if the Bidder is does not hold required licenses and permits.

11. The Bidder, whether manufacturer, supplier, distributor, reseller, or retailer, hereby certifies that the Equipment offered under this bid have been placed in regular commercial use and that adequate spare parts exist in the marketplace for the items sold.

12. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to the District 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. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the Bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

13. The Bidder hereby certifies that it is, and at all times during the performance of Work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

14. It is understood and agreed that if requested by the District, the Bidder shall furnish a notarized financial statement, references, and other information required by the District that is sufficiently comprehensive to permit an appraisal of Bidder's ability to provide the Equipment and perform the Work.

15. **Time is of the essence.**

16. The required Noncollusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the Bidder automatically nonresponsive.

17. Failure to complete the Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certificate of Primary Participant Regarding Debarment, Suspension and Other Responsibility Matters, Certification of Restriction on Lobbying, Piggyback Clause, and submit Manufacturer's letter(s) authorizing Bidder to sell in their entirety will render a Bidder nonresponsive.

18. **Bid prices are to include shipping, F.O.B. Irvine Unified School District, or as directed by the purchase order of said District, assembly, inside delivery, and any required installation.**

19. All prices on the Bid Form Pricing Sheet shall be incorporated herein as if fully set forth.

20. List of References. Please provide references of school districts and/or any public agencies that Bidder has contracted with to provide technology equipment and peripherals as required under Information for Bidders Section 32.

1. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_  
Contact Person: \_\_\_\_\_

Description of Equipment: \_\_\_\_\_

2. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_  
Contact Person: \_\_\_\_\_

Description of Equipment: \_\_\_\_\_

3. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_  
Contact Person: \_\_\_\_\_

Description of Equipment: \_\_\_\_\_

4. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Equipment: \_\_\_\_\_

5. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Equipment: \_\_\_\_\_

## **Bid No. 19/20-01 IT TECHNOLOGY EQUIPMENT AND PERIPHERALS**

### **BID FORM PRICING SHEET**

**Name of Bidder:** \_\_\_\_\_

**Website of Online Catalog:** \_\_\_\_\_

All items shall be complete including applicable delivery, installation, and miscellaneous costs, but do not include California sales taxes in the quoted prices. Bidders must complete all items, or the bid submitted may be declared non-responsive. Note: This is NOT AN ORDER. If a Bidder will not bid on an item, it should write "No Bid" under the unit price.

Whenever any Equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "**or equal**", and Bidder may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified, *subject to District approval*.

Should the Bidder wish to request prior to bid opening, any substitution for the materials, process, Work or Equipment **specified in the Short List**, the Bidder shall submit a written request to the District ***within the timeframe stated for Requests for Information (RFI's)***, in accordance with Information for Bidders Sections 9 and 19. Bidders submitting RFIs requesting substitutions of "or equal" products should include the line number, description, and manufacturer and model no. listed on the original Bid Documents, and the manufacturer and model no. of the proposed "or equal" product. Descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District.

For proposed **Catalog Discount Work and Equipment**, Bidders should list all manufacturers available in the column denoted "Brands/Manufacturers". Bidders are not required to offer Equipment from all manufacturers listed in the description. Bidders may propose additional "or equal" manufacturers. Suitability and valuation of "equals" rest in the sole discretion of the District.

Bid prices are to include all costs associated with the proposed Solution including, but not limited to, shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, and

costs of optional services and products. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Costs not identified by Bidder shall be borne by Bidder and will not alter the requirements identified in this solicitation.

**EXAMPLE**

Line #	Description	Manufacturer & Model No.	Est. Qty (annual)	Unit Cost	Discount %	Extended Price Per Unit
1.a.	Example Company Chromebook 11"	Example Company, model no. 1234	1-499	\$250	5%	\$237.50
1.b.	Example Company Chromebook 11"	Example Company, model no. 1234	500-1,999	\$250	7%	\$232.50
1.c.	Example Company Chromebook 11"	Example Company, model no. 1234	2,000 - 4,999	\$250	10%	\$225.00
1.d.	Example Company Chromebook 11"	Example Company, model no. 1234	5,000+	\$250	13%	\$217.50

Short List Bid Items						
Line #	Description	Manufacturer & Model No.	Est. Qty (annual)	Unit Cost	Discount %	Extended Price Per Unit
1	HP Chromebook 11 G7 11.6"	6QY22UT#ABA	1			
2	Google Chrome Management Console License - Education	CROSSWDISEDU	1			
3	AVerCharge C36i+ Cart	CHRG36i+	1			
4	HP Laserjet Pro M404n	HP, W1A52A#BGJ	1			
5	HP Color LaserJet Enterprise M553n	HP, B5L24A#BGJ	1			
6	Cisco Catalyst 4500 Switch L3	WS-C4500X-16SFP+	1			



7	Cisco Catalyst 2960X Switch L2	WS-C2960X-48FPD-L	1			
8	Cisco Catalyst 3850 L2	WS-C3850-12X48U-L	1			
9	HP/Aruba Indoor Access Point AP-335	HPE, JW825A	1			
10	HP/Aruba Outdoor Access Point AP-375	HPE, JZ173A	1			
11	HP/Aruba AP/PEF/RFP license	HPE, JW619AAE	1			
12	Schneider Electric UPS 6KVA	SURTD6000RMXLP3U	1			
13	Epson PowerLite 975w	V11H835020	1			
14	Epson PowerLite 685w	V11H744520	1			
15	Epson ELPLP64 projector lamp	V13H010L64	1			
16	Aver CP3 75" Interactive Display	CP3-75i	1			
17	Samsung QB-R 65" Digital Signage Display	QB65R	1			
18	AVer F70W Wireless Doc Cam	VSIONF70W	1			
19	Lightspeed Topcat Access Speaker System	TCA-FF-M	1			
20	Installation Service - Lightspeed Topcat Access	N/A	1			
21	AtlasIED PoE+ Indoor Wall Mount Loudspeaker	IP-SDM	1			
22	Installation Service - AtlasIED Loudspeaker	N/A	1			

**Catalog Discount:**

Bidders may respond to line items with one catalog discount percentage for all brands/manufacturers. Catalog discounts will be based on Manufacturer's Suggested Retail Price as listed in manufacturer's or Bidder's online catalog. Bidders may include an attachment include additional brands/manufacturers offered.

**EXAMPLE**

	Description	Can Comply?		Brand/Manufacturer	Catalog Discount (based on MSRP)
		YES	NO		
1.	Chromebooks, Brands may include, but are not limited to: Brand A, Brand B & Brand C.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brand A, Brand C, Brand D	_____20_____ % Catalog Discount

**General Hardware Catalog Type Items**

	Description	Can Comply?		Brand/Manufacturer	Catalog Discount (based on MSRP)
		YES	NO		
23	Brand name items from computer hardware manufacturers. Brands may include, but are not limited to: Acer, Dell, HP, Lenovo, Microsoft, Toshiba, and any other Intel or AMD based computers and systems.	<input type="checkbox"/>	<input type="checkbox"/>		_____ % Catalog Discount
24	Computer and tablet peripherals, components, upgrades, accessories, and related equipment including all manufacturers' "optional" products and warranties. Including all manufacturers available to the Bidder.	<input type="checkbox"/>	<input type="checkbox"/>		_____ % Catalog Discount
25	Device storage and/or charging solutions. Brands may include, but are not limited to: Anywhere, Aver, Bretford, LocknCharge, Tripp Lite.	<input type="checkbox"/>	<input type="checkbox"/>		_____ % Catalog Discount
26	Digital cameras, lenses, lighting, microphones, drones, and related photography/videography peripherals, software, and accessories. Brands may include, but are not limited to: Canon, DJI, Panasonic, Sony.	<input type="checkbox"/>	<input type="checkbox"/>		_____ % Catalog Discount

27	Printers, toner, inkjet ink, accessories, and other related supplies. Brands may include, but are not limited to: Canon, Dell, Epson, HP, Konica-Minolta, Kyocera, Ricoh, Toshiba, Xerox.				_____% Catalog Discount
28	Cables and cable management solutions, including, but not limited to: HDMI, VGA, network cables and adapters, terminators, raceway, patch cables, video, audio, and power cables. Including all manufacturers available to the Bidder.				_____% Catalog Discount
<b>Network, Data Center, and Security Catalog Type Items</b>					
	<b>Description</b>	<b>Can Comply?</b>		<b>Brand/Manufacturer</b>	<b>Catalog Discount (based on MSRP)</b>
		<u>YES</u>	<u>NO</u>		
29	Brand name items from network hardware manufacturers. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, HP ProCurve, Juniper, Ruckus, and any other managed or unmanaged hardware, component, or related devices available to Bidder.				_____% Catalog Discount
30	Wireless technology: including access points, controllers, mounts and enclosures, and any other components and peripherals. Brands may include, but are not limited to: HP/Aruba, Oberon, Ventev/Terrawave, Aerohive, Cisco, Ruckus				_____% Catalog Discount
31	Wireless management licenses and maintenance. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.				_____% Catalog Discount
32	Server, storage, and virtualization hardware and peripherals, and licensing. Brands may include, but are not limited to: Cisco, HP, Dell, IBM, VMWare, Microsoft.				_____% Catalog Discount
33	Network management software or network access control. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.				_____% Catalog Discount

34	Network security appliances and software including layer 7 Firewall, Content Filtering, log management (SEIM), Intrusion Defense and Prevention System (IDS, IPS), endpoint protection, SPAM and phishing protection. Brands may include, but are not limited to: iBoss, Palo Alto, Cisco, HP, Sonicwall, Symantec, CrowdStrike, Microsoft, Barracuda, Agari, Avanan.				_____ % Catalog Discount
35	Uninterruptible Power Supply (UPS). Brands may include, but are not limited to: Schneider Electric, APC, Tripp Lite				_____ % Catalog Discount
36	Safety systems which may include: networked surveillance, access control, and emergency alert systems, cameras, servers, software, and peripherals. Brands may include, but are not limited to: Axis, Avigilon, Cisco, Panasonic, and Entre.				_____ % Catalog Discount
37	Public Address and Clock/Bell/Loudspeaker systems. Brands may include, but are not limited to: Atlas, Bogen, Cisco, Ducane.				_____ % Catalog Discount
<b>General Software Catalog Type Items</b>					
	<b>Description</b>	<b>Can Comply?</b>		<b>Brand/Manufacturer</b>	<b>Catalog Discount (based on MSRP)</b>
		<u>YES</u>	<u>NO</u>		
38	Major software publisher programs including licensing with media option or full packaged products. Academic discounts must be applied when available. Major software publishers may include, but are not limited to: Adobe, Google, and Microsoft.				_____ % Catalog Discount
<b>Audio Visual Catalog Type Items</b>					
	<b>Description</b>	<b>Can Comply?</b>		<b>Brand/Manufacturer</b>	<b>Catalog Discount (based on MSRP)</b>
		<u>YES</u>	<u>NO</u>		
39	Projectors, lamps, mounts, and accessories. Brands may include, but are not limited to: Acer, BenQ, Epson, Optoma, Viewsonic.				_____ % Catalog Discount
40	Interactive displays, mounts, carts, and accessories. Brands may include, but are not limited to: Aver, Promethean, Samsung, Smart Technologies, Viewsonic.				_____ % Catalog Discount

41	Large format displays, mounts, carts and accessories. Brands may include, but are not limited to: LG, NEC, Panasonic, Samsung, Sharp, Bretford, Conen, Peerless, Tripp Lite.				_____% Catalog Discount
42	Document cameras and accessories. Brands may include, but are not limited to: Aver, Elmo, Epson, Hovercam, IPEVO.				_____% Catalog Discount
43	Integrated audio visual systems. Brands may include, but are not limited to: Extron, Crestron, Lightspeed, and FrontRow.				_____% Catalog Discount
44	Audio visual equipment including, but not limited to: microphones, speakers, sound boards, presenter equipment and accessories, and theater management tools from any manufacturer available to Bidder.				_____% Catalog Discount
<b>Services</b>					
	Description	Can Comply?		Brand/Manufacturer	Catalog Discount (based on MSRP)
		YES	NO		
45	Configuration Services, including but not limited to: asset tagging, etching, memory or other component installations, imaging, software installation, or any other Configuration Lab type services.				_____% Catalog Discount
46	Engineering Services, including but not limited to: assessment, design, configuration, implementation, or diagnostic troubleshooting of wired or wireless networking, physical or virtual servers, Storage Area Network (SAN), backup or disaster-recovery solutions. Engineers preferred to be-experienced with: Cisco, Dell EMC, HP, NetApp, VMWare, Microsoft, and must be manufacturer certified.				_____% Catalog Discount
47	Audio Visual Installation Services, including but not limited to: projector/display mounting, low voltage cabling, speaker installation.				_____% Catalog Discount

**\* Pricing and discounts reflected are a minimum discount, and additional discounts may be agreed upon by Bidder and District, depending on brands/manufacturers offered, volume purchases, and other promotions.**

**Company Name:** \_\_\_\_\_

**Vendor Name:** \_\_\_\_\_

**Vendor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**The undersigned hereby declares that all of the representatives of this bid are made under penalty of perjury under the laws of the State of California.**

**Individual** Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

\*\*\*\*\*

**Partnership** Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Other Partner(s): \_\_\_\_\_

\*\*\*\*\*

**Corporation** Name: \_\_\_\_\_  
(a \_\_\_\_\_ Corporation)  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Signature: \_\_\_\_\_, President Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_, President Date: \_\_\_\_\_  
Signature: \_\_\_\_\_, Secretary Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Secretary Date: \_\_\_\_\_

A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

\*\*\*\*\*

**Joint Venture** Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

\*\*\*\*\*

**Other Parties to Joint Venture**

***If an individual*** Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Doing Business as: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

***If a Partnership*** Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

***If a Corporation*** Name: \_\_\_\_\_  
(a \_\_\_\_\_ Corporation)  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_



**NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**  
(Public Contract Cod Section 7106)

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS

The \_\_\_\_\_  
Firm name/principal

certified to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency;
2. Have not within a three-year period preceding this proposal been convicted of a 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 or destruction of records, making false statements, or receiving stolen property;
3. 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 (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT \_\_\_\_\_  
Firm name/principal

**CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.**

\_\_\_\_\_  
Signature and Title of Authorized Official

CERTIFICATE OF RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_, hereby certify on behalf (name of offeror) of

\_\_\_\_\_ that:

(Firm Name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
  
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontracts shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction as made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

PIGGYBACK CLAUSE

1. **Public Contract Code 20118.** Pursuant to Public Contract Code sections 20118 and 20652 (Community Colleges) Irvine Unified School District authorizes all other eligible public entities to piggyback on this bid, except for services. The responding Bidder authorizes this piggyback by signing below. Instead of listing all agencies and districts individually the Irvine Unified School District intentionally names all eligible public entities in total. The District further waives its right to have warrants issued in its favor.
  
2. **Participation.** Bidder agrees to extend the terms of the resulting contract to other public entities. Such participating government bodies shall make purchases in their own name, make payment directly to the Bidder, and be liable directly to the Bidder, holding Irvine Unified School District harmless.
  
3. Acceptance or rejection of this clause will not affect the outcome of this Bid.

- Yes, Piggyback Option Granted
  
- No, Piggyback Option Not Granted

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

MANUFACTURER'S LETTER(S) AUTHORIZING BIDDER TO SELL

## SAMPLE AGREEMENT

THIS AGREEMENT, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the County of Orange, State of California, is by and between **Irvine Unified School District**, (hereinafter referred to as “District”), and \_\_\_\_\_, (successful Bidder, hereinafter referred to as “Contractor”).

The District and Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to comply with all the terms and conditions set forth in the Bid Documents for **Bid No. 19/20-01 IT, Technology Equipment and Peripherals**, including but not limited to the Notice Calling for Bid, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, Certification of Restrictions on Lobbying, Piggyback Clause, Manufacturer’s letter(s) authorizing Bidder to sell, Tobacco Use Policy, Worker’s Compensation Certificate, Drug-Free Workplace Certification, Notice Regarding Criminal Records Check, Criminal Records Check Certification, W-9, Insurance Certificates and Endorsements, Technical Specifications and Requirements, General Conditions, this Sample Agreement, and all modifications, addenda and amendments thereto by this reference incorporated herein (Bid Documents). The Bid Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Contractor shall timely perform everything required to be provided and performed, and shall provide, furnish and pay for all the shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, labor, materials, supplies, tools, equipment, utility, transportation services, and costs of optional services and products services required pursuant to this Agreement. All of said Work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

3. District shall pay to the Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deduction or deduction as agreed to in writing, according to the unit prices identified on the Bid Form Pricing Sheet for each individual Project/purchase order activated under this unit price agreement, unless otherwise agreed in writing, in accordance with sections 35 and 36 of the Information for Bidders included in Irvine Unified School District Bid No. 19/20-01 IT. The cost shall be documented in the purchase order for each order of Equipment.

4. The initial term of the Agreement is through December 31, 2021. Term of the Agreement may be extended upon mutual consent of District and Contractor(s) for an additional three (3) one (1) year periods in accordance with provisions contained in the Education Code

section 17596 (K-12). The maximum term of the Agreement is five (5) years.

**5. Time is of the essence.**

6. The District shall have discretion to terminate this Agreement at any time and require Contractor to cease all Work under this Agreement by providing Contractor thirty (30) days prior written notice of termination, Contractor shall:

- (i) Cease operations as it applies to the District in the notice;
- (ii) Take any actions necessary, as the District may direct, for the protection and preservation of the Work; and
- (iii) Not terminate any insurance provisions required by the Bid Documents.

In case of such termination for the District's convenience, Contractor shall be entitled to receive payment from the District for technology equipment and peripherals (Work and Equipment as defined in RFP No. 19/20-01 IT) satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

7. The Work shall be commenced on or before the fifth (5<sup>th</sup>) day after receiving each District purchase order and shall be completed within the number of consecutive days (including punchlist items) negotiated between the District and Contractor for each Project activated under this unit price Agreement not to exceed sixty (60) days unless actually agreed upon.

8. The Equipment in this bid and the resulting Agreement shall be delivered only after the issuance of a purchase order(s) against the Agreement by the Irvine Unified School District, and shall be delivered F.O.B. Irvine Unified School District or as directed by the purchase order(s) of said District in the quantities specified on the purchase order(s). Purchase orders will be issued a reasonable time in advance of date of delivery. All Equipment furnished shall be subject to inspection and rejection by Irvine Unified School District for defects or non-compliance with the specifications. The cost of inspection and/or return shipping for Equipment which do not meet the specifications will be borne by the Contractor.

Unless otherwise specified, if any Equipment is not delivered within sixty (60) days following issuance of a purchase order, or if any Contractor delivers any Equipment which does not confirm to the specifications, the District may, at its option, annul and set aside the Agreement, whether in whole or in part, and make and enter into a new contract with a new provider in accordance with law for furnishing such Equipment so agreed to be furnished. Any additional cost or expense incurred by the District in the making of such contract and any additional cost of supplying any Equipment by reason of the failure of the Contractor, as above stated, shall be paid by such Contractor.

9. To the fullest extent permitted by law, the Contractor at the Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless the District, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses,

anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to:

- (a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the Contractor, either directly or by independent contract, upon or in connection with the Work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the District.
- (b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the Contractor or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with the Work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.
- (c) Any act or omission by the Contractor or any of its officers, agents, employees, subcontractors, suppliers, and person performing any of the Work pursuant to a direct or indirect contract with the Contractor or individual entities comprising the Contractor, in connection with or relating to, or claimed to be in connection with or relating to the Work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with: failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders; any misrepresentations, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the Contractor in connection therewith; any breach of duty, obligation or requirement under the Project Documents; any failure to provide notice to any party as required under the Project Documents; any failure to act in such a manner as to protect the District and the Project from loss, cost, expense or liability.

The Contractor, at Contractor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, Governing Boards, its officers, agents or employees, on any such claim, demand, or liability, and shall pay or satisfy any judgment that may be rendered against the District, Governing Board, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the Bid Documents and/or Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Project Documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Contractor provides the District with reasonable assurance of protection of the District's interests. The District shall in its sole discretion determine whether such assurances are reasonable.



10. 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 Agreement. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective Work and Equipment have been previously overlooked by the District and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District. 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.

11. While engaged in carrying out 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.

12. Contractor shall, at Contractor's sole cost and expense, provide for and maintain in full force and effect, from the commencement of providing Equipment and Work until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of Equipment and Work covered under this Agreement. Contractor agrees to provide an endorsement to this policy(s) stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the District shall be excess and noncontributory." In addition, Contractor agrees to name District, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, Contractor shall provide District with copies of the policy or policies of insurance evidencing all coverage's and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

a. Contractor shall, at Contractor sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Work.)

iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the District.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to in this Agreement shall not in any way limit the liability of the Contractor.

b. No later than ten (10) days from execution of this Agreement by the District and Contractor, and prior to commencing providing Equipment and Work under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (i) and (ii) above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public 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 amounts as above.

Material hoist where used in amounts as above.

13. If Contractor is a corporation, the undersigned hereby represents and warrants that

the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

14. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

15. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Contractor shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee.

16. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The Contractor shall preserve and make available its records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the District. The Contractor is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the District.

17. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to District, by personal delivery thereof to District, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of Work under this Agreement, and sent by registered or certified mail with postage prepaid, or by email with read receipt requested.
- (2) If notice is given to Contractor, by personal delivery thereof to said, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of Work under this Agreement, and sent by registered or certified mail with postage prepaid, or by email with read receipt requested.

18. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement 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 currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA.

19. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

20. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the Work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District.

21. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.

22. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

IRVINE UNIFIED SCHOOL DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Irvine Unified School District  
Board Approval Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's License No. (if applicable)

\_\_\_\_\_  
Tax ID No.  
(Corporate Seal of Contractor,  
if corporation)

TOBACCO USE POLICY

**IRVINE UNIFIED SCHOOL DISTRICT**  
Irvine, California

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

WORKER'S COMPENSATION CERTIFICATE

Labor Code section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public District, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code section 3700 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.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under the Agreement.)

## DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the Contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) 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 actions which will be taken against employees for violations of the prohibition
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintain a drug-free workplace;
  - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.



I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NOTICE REGARDING CRIMINAL RECORDS CHECK**  
**EDUCATION CODE SECTION 45125.1**

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school District may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The Contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The Contractor shall certify in writing to the governing board of the school District that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**CERTIFICATION BY CONTRACTOR CRIMINAL RECORDS CHECK**  
**AB 1610, 1612 and 2102**

To the Governing Board of Irvine Unified School District:

I, \_\_\_\_\_ certify that:  
Name of Contractor

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the Work I will be performing for the Districts, my employees may have contact with students of the Districts.
3. None of the employees who will be performing the Work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at \_\_\_\_\_, California on \_\_\_\_\_.  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

TECHNICAL SPECIFICATIONS AND REQUIREMENTS:

As technology advances, it is understood that improved or enhanced equipment may supersede existing Equipment in both price and performance and yet be essentially similar. This request for bids seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of the awarded Agreement(s), to be included under the general umbrella of compatible product lines and are thus specifically included in these Bid Documents.

As new models are introduced in the future, this bid and the resulting Agreement(s) will allow purchases of those models. The price will be determined by the successful Bidder subtracting the same discount margin percentage to these models, as calculated on current models. Bidder may be required to produce list/price or manufacturer costs.

All sales of computer units must be from authorized dealers only, with proof provided by manufacturer.

The District may purchase (at its discretion) additional units throughout the life of the Agreement at the prices listed in successful Bidder's Bid Form Pricing Sheet, allowing only price increases reflecting original manufacturer's cost increases to the successful Bidder. Documentation may be required to prove price increase from the manufacturer to the successful Bidder.

Purchases by the Irvine Unified School District to the successful Bidder for awarded technology equipment and peripherals shall be in the form of a Purchase Order.

I understand and agree to all conditions listed above.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

W-9 FORM

Current Version Available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

## GENERAL CONDITIONS

1. The purpose of this bid is to purchase technology equipment and peripherals (as needed) for various sites throughout the Irvine Unified School District.
2. ADD/ DELETE LOCATIONS: Irvine Unified School District is a growing District, therefore, the District reserves the right to add or delete locations at its discretion at any time throughout the term of this proposal.
3. NO MAXIMUM OR MINIMUM QUANTITIES: Quantities shown in the Bid Form Pricing Sheet are estimates only and the District does not guarantee that a minimum or maximum amount will be purchased. The District reserves the right to purchase more or less of the units specified at the unit cost bid.

**The District will not consider a bid to be responsive to this solicitation if a minimum quantity purchase is required by the Bidder.**

4. TERM OF AGREEMENT: The initial term of the Agreement is through December 31, 2021. Term of the Agreement may be extended upon mutual consent of District and successful Bidder(s) for an additional three (3) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.
5. PRICING: Bid prices are to include **shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, and costs of optional services and products.** Quoted prices must stay in effect for the initial term of the Agreement .
6. EQUIPMENT QUOTING REQUIREMENTS: Successful Bidder(s) will be required to include the following information on quotes requested by the District:
  - (a) **Specified items listed on the Bid** must include the Bid Line Item Number for each item quoted.
  - (b) **Non-Specified items listed on Bid** as a catalog percentage discount must include the discount percentage taken off manufacturer's suggested retail price (MSRP) for each category quoted.
7. DELIVERIES: **Tailgating Deliveries will not be accepted.** Delivery shall be made as agreed upon by successful Bidder and District, within sixty (60) days after receipt of a purchase order, unless successful Bidder has made arrangements for a longer delivery period. Twenty-four (24) hour notice shall be given to District representative listed on the purchase order prior to any deliveries. When Equipment is ordered, delivered, assembled, and set in place, all shipping material shall be removed from site by Bidder.

8. PAYMENTS: Payments may be invoiced after actual delivery to the required destination.
9. CATALOG DISCOUNTS: The District requests the option to purchase additional items not individually listed in bid from Bidder's catalog. The District requests that Bidders list a percentage discount on Bidders entire technology equipment and peripherals in addition to the specific models of Equipment that are listed individually in this bid. Please state percent discount to deduct from MSRP at the designated place on the Bid Form Pricing Sheet. The discount will apply to the **current and future** MSRP at the time orders are placed. Bidder may offer different discounts for separate manufacturers of requested catalog categories. Bidder may include additional line items specifying the percentage discount for each manufacturer on the Bid Form Pricing Sheet. Bidders shall include a link to Bidder's online catalog on the Bid Form Pricing Sheet. The published catalog price must be verifiable during the course of each calendar year for the term of the Agreement for audit purposes. All discounted pricing will be subject to the same terms and conditions included in the Bid Documents. Any exceptions to across-the-board discounts off of MSRP should be submitted with Bid Documents.
10. PRICING: The quoted prices shall remain in effect for the initial term of the Agreement after award of bid, and thereafter for any one-year term extension(s). Compensation for all Equipment and Work provided under the terms of this Agreement shall be subject to adjustment annually to compensate for inflation. In the event that Bidder proposes to increase or decrease the rates for the technology equipment and peripherals as specified herein, the Bidder shall provide the District with a written price adjustment proposal on or before **October 15** of each year the Agreement is in force. The basis for such adjustments shall not exceed the percentage of change in the Consumer Price Index (CPI), for Pacific Cities and U.S. City Average, for the period of August 1 through July 31 of the then current year, in the category All Urban Consumers, Los Angeles-Long Beach-Anaheim, as published in the Department of Labor, Bureau of Labor Statistics Publication. After substantial evidence of an operational cost increase or decrease has been presented and analyzed, the District may make adjustments as deemed by the District to be reasonable and fair. The adjusted rate shall be effective January 1 every year that the Agreement is in effect. Any such adjustment shall not result in an increase greater than five percent (5%) annually.
11. PRICE ADJUSTMENTS: The District must be notified of any changes in MSRP over the Agreement period within ten (10) days. In the event of a price decline, such lower prices are to be immediately extended to Irvine Unified School District. In addition, within 24 hours of any price decrease, the District shall be notified in writing of such changes and pending orders shall reflect the newer price.
12. MANUFACTURER/AUTHORIZED RESELLER DISTRIBUTOR: Bidders must be either manufacturers or factory authorized resellers/distributors for brands they are bidding and must be able to show proof of information. For resellers/distributors, a manufacturer's

letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any Equipment or Work offered by the manufacturer through the Bidder named in the Bid Documents.

13. DISCONTINUED AWARDED LINE ITEMS: Successful Bidder(s) are required to immediately notify the Purchasing Department when manufacturers have discontinued awarded line item(s). Official notification must be in written format via USPS, fax, or e-mail referencing the bid number and line item number with written proof from the manufacturer of the discontinued item. A replacement will be considered if, and only if, the proposed replacement is equal to or exceeds the discontinued line item(s) specifications, and is offered for an equal or lesser price. Successful Bidder (s) shall provide substantiating information when requesting consideration of a substitution as an equal.
14. WARRANTIES AND GUARANTEES: Successful Bidder(s) expressly warrant that the Equipment covered in this Agreement are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended.
15. GOVERNING LAW: The laws of the State of California and the County of Orange shall govern all aspects of the bid and any resulting Agreements.
16. NO ASSIGNMENT: The successful Bidder shall not assign, transfer, or convey the contract which may be awarded, or any right accruing there-under, title or interest therein, funds to be received hereunder, or any power to execute the same.
17. HAZARDOUS MATERIALS/SUBSTANCES: If any Equipment that will be delivered or supplied to the District as a result of this bid is listed in the Hazardous Substance List of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the Equipment presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the Contractor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.
18. FORCE MAJEURE CLAUSE: The parties of the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
19. HOLD HARMLESS/INDEMNIFY: The successful Bidder awarded the agreement will be required to indemnify and hold harmless the District, its Governing Board, officers,



agents, and employees as set forth in the Agreement. Bidder agrees, at its own expense, cost and risk, to indemnify, defend, and hold harmless the District, its Governing Board, officers, agents, and employees against any and all personal injuries, damages, liabilities, cost, suits, or expenses, including reasonable attorney fees, arising out of any act or omission or the condition of any property owned or controlled by the Bidder in the performance of this Agreement.

20. **NO WAIVER**: No waiver of a breach of any provision of the agreement by the District shall constitute a waiver of any other breach of such provision. Failure of the District and successful Bidder to enforce at any time, or from time to time, any provision of this agreement shall not be construed as a waiver thereof.
21. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**: Each and every provision of law and clause required by law to be inserted in these Bid Documents and resulting Agreement(s) shall be deemed to be inserted herein and the Bid Documents and Agreement(s) shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or not correctly inserted, then upon application of either party the agreement shall forthwith be physically amended to make such insertion or correction.
22. **SEVERABILITY**: If any provisions of the Bid Documents and/or Agreement(s) shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of these Bid Documents and/or Agreement(s), which shall remain valid and enforceable according to its term.
23. **DEFAULT**: If successful Bidder fails or neglects to furnish and/or deliver the specified Equipment or Work at the prices quoted or at the times and places agreed upon or otherwise fails to comply with the terms and conditions of these Bid Documents in their entirety, the District reserves the right to cancel existing orders of Equipment and/or Work affected by such default, annul and set aside the Agreement, whether in whole or in part, and make and enter into a new contract with a new provider, in accordance with law, for furnishing such Equipment so agreed to be furnished. Any additional cost or expense incurred by the District in the making of such contract and any additional cost of supplying any Equipment by reason of the failure of the Contractor, as above stated, shall be paid by such Contractor.
24. **DRIVING ON PREMISES**: The successful Bidder's representative driving motor vehicles on the District's school grounds will use extreme caution, especially when school is in session. Drivers will lock any gate or door to which they may have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or opened, evidence of vandalism, etc., should be immediately reported to the Irvine Unified School District at (949) 936-5000.