ROWLAND UNIFIED SCHOOL DISTRICT
Purchasing Department
1830 S. Nogales St.
Rowland Heights, CA 91748

REQUEST FOR PROPOSALS ("RFP") FOR
CYBERSECURITY PILOT PROGRAM – MULTI-LAYERED THREAT PROTECTION (ENDPOINT, EMAIL, DNS) YR (3 Years)

RFQ/RFP # 2025/26: (E-1)

The Rowland Unified School District ("District") is requesting submission of statements of qualifications and proposals ("Proposals") from qualified persons, firms, partnerships corporations, associations or professional organizations ("Vendor(s)") to provide Multi-Layered Threat Protection (Endpoint, Email, DNS) from qualified Cybersecurity Pilot vendors which fully described in **Exhibit "A"**.

This RFP depends on funding from the Federal Cybersecurity Pilot Cybersecurity Pilot Program. The establishing Cybersecurity Pilot FCC Form 470 number is #CBR420250454**.** Vendors are required to participate and be in full compliance with all current and future requirements issued by the Schools and Libraries Division of the Universal Service Corporation ("SLD") for participation in the Cybersecurity Pilot Program.

This RFP is issued pursuant to Public Contract Code section 20118.2. Any award under this RFP shall be made to the qualified proposer whose proposal meets the evaluation standards in this RFP and whose proposal will be most advantageous to the District with price and all other factors considered.

Responding entities must have a valid and active Service Provider Identification Number (SPIN) and Federal Registration Number (FCC-FRN).

Proposals may be made using an existing piggybackable bid and/or an existing State of California contract, i.e. CMAS, or Western States Contracting Alliance, now known as NASPO ValuePoint.

Interested Vendors are invited to submit a Proposal in response to this RFP by delivering five (5) bound copies, one (1) unbound copy and one (1) electronic copy on thumb drive of their Proposal, as further described herein, to:

Rosana McLeod
Director of Purchasing
Purchasing Department
Rowland Unified School District
1830 S. Nogales Street
Rowland Heights, CA 91748

Proposals must be **clearly labeled with the Title of the RFP "CYBERSECURITY PILOT PROGRAM – MULTI-LAYERED THREAT PROTECTION (ENDPOINT, EMAIL, DNS) " and RFP# 2025/26 (E-1)** on the outside of the package**.**

All PROPOSALS MUST BE RECEIVED ON OR BEFORE July 21, 2025, NO LATER THAN 10:00 A.M.

The District reserves the right to accept or reject any and all proposals, to negotiate with any or all responsible submitters, and to waive any requirements of this RFP when it determines waiving a requirement is in the best interest of the District.

Questions regarding this RFP must be received in writing and directed to Rosana McLeod at rmcleod@rowlandschools.org on or before **June 18, 2025** no later than **10:00 a.m.** Emails must be titled as follows: **RUSD RFP No. 2025/26: (E-1) - RFI [company]**. District reserves the right to disregard emails with an incorrect title. Answers will be posted on the District website and on USAC's EPC website on or before **June 23, 2025**, at **10:00 a.m.** Phone calls to the District regarding this RFP will not be accepted.

The District hereby notifies all Interested Vendors that it will affirmatively ensure that, in any contract entered into pursuant to this RFP, minority business enterprises will be afforded full opportunity to submit responses to this RFP and no respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability, or sexual orientation in consideration for the award.

Proposals and pricing shall be held open and valid for the duration of the Cybersecurity Pilot Year (3 years), or until the procurement and installation of all products has been completed, including any Schools and Libraries Division approved extensions. Proposing Vendors are hereby made aware that the District will not reimburse costs for the preparation of the Proposal to any proposing Vendor for any reason.

All responsive proposals will be reviewed and evaluated by the District in order to determine which proposer(s) best meets the District's needs for this project by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services. The criteria by which the District shall evaluate proposals are set forth in the RFP.

Thank you for your interest in working with the Rowland Unified School District.

San Gabriel Valley Tribune:
1st Publication: June 5, 2025
2nd Publication: June 12, 2025

1. General Information.

1.1. The District invites qualified Vendors with a record of excellence in providing the products requested in this RFQ/RFP.

1.1.1 **Cybersecurity Pilot Compliance.** Vendors must make themselves thoroughly familiar with any rules or regulations set forth by the Cybersecurity Pilot Program. Vendors shall provide all necessary Cybersecurity Pilot and contracting credentials necessary pursuant to Cybersecurity Pilot procurement requirements located at: https://www.usac.org/e-rate/cybersecurity-pilot-program/service-providers-process/

1.1.2 Vendors shall be and remain, in compliance with all current Cybersecurity Pilot program guidelines established by the Federal Communications Committee (FCC). This procurement is entirely contingent upon available funding from the Federal Cybersecurity Pilot Program (Schools and Libraries Division) and the District may or may not undertake the procurement at its sole discretion. Information regarding eligibility of goods and services, invoicing requirements, documentation requirements and other program rules are available from the SLD by calling Schools and Libraries Division ("SLD") of the Universal Service Administrative Company at (1-888) 203-8100 or see their website at https://www.usac.org/e-rate/cybersecurity-pilot-program/service-providers-process/.

1.1.3 Vendors must have experience in providing the installation of secure and dedicated land based fiber optic connectivity in similar quantities for similar size projects to larger **California K-12** school districts and must be able to provide references.

1.1.4 Vendors must be capable of providing local sales support and on-site technical support. Vendors must have a physical presence within 50 miles of the District's administrative offices, and have on-staff support engineers.

1.1.5 Vendors must have experience in integrating the equipment called for under this RFP into an existing network configuration such as that currently in place at the District.

1.1.6 Engineers should be fully qualified e.g. CCNA, CCIE or equivalent.

1.1.7 It is preferred to the District that engineers be CCIE qualified or equivalent.

1.2. General Description of District's Needs.

The District is seeking to procure a comprehensive cybersecurity solution consisting of endpoint protection, Domain Name System (DNS)-layer threat protection, and email security services to enhance its enterprise-wide defense capabilities. The endpoint protection platform must provide continuous malware detection, real-time threat response, behavioral analysis, and retrospective visibility across all managed devices. The DNS-layer security solution must inspect and filter internet-bound traffic at the DNS level, blocking access to malicious domains before threats can reach devices or users. The email security service must protect against phishing, spoofing, malware-laden attachments, and other email-borne threats, while supporting advanced spam filtering and threat intelligence integration.

The selected solutions must offer centralized visibility, policy management, and the ability to integrate with the District's existing network infrastructure and device management tools. The endpoint solution must also support packaging for deployment through both Microsoft Intune and Mosyle, allowing scalable and platform-specific rollout across Windows and Apple devices.

The District intends to enter into a thirty-six (36) month agreement with the Respondent whose proposal is the best and most responsive/ responsible proposal meeting the needs of the District as determined by the District.

The District requires that the proposed endpoint protection solution support deployment through automated device management systems, specifically Microsoft Intune and Mosyle. Intune is a cloud-based endpoint management platform used to deploy and manage applications across Windows devices, while Mosyle provides mobile device management (MDM) for Apple platforms including macOS and iPadOS. The selected endpoint solution must offer the ability to create and distribute installation packages or deployment profiles that are compatible with both platforms, ensuring seamless and scalable rollout across the District's diverse device ecosystem. This capability is essential to maintain centralized control, streamline updates, and ensure consistent security enforcement across all endpoints.

Bids must include any required licensing, software, installation, and configuration costs necessary to deploy the proposed solution.

All equipment and services should be from a single vendor, and must be compatible with the District's existing security architecture. Vendors may propose upgrades to existing equipment where applicable or full replacements. The proposed solution should be quoted as specified, or be functionally equivalent.

Specifications and vendor requirements are further described in **Exhibit "A"**.

1.3. Proposals. Proposals must contain all requested information about the Vendor as well as pricing identified in the Pricing Proposal Form. Proposals should be complete and prepared to provide an insightful, straightforward, and concise overview of the Vendor's Proposal.

2. Vendor's Proposal.

Vendor's Proposal must be concise, well organized, and demonstrate Vendor's qualifications and proposed pricing. Vendor's Proposal shall be formatted as outlined below, and shall be no longer than **thirty (30) pages**, 8½" x 11" paper, inclusive of résumés, forms, and pictures, and tabbed according to the numbering system reflected below.

2.1. Letter of Interest. A dated Letter of Interest must be submitted, including the legal name of the Vendor(s), address, telephone, and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Proposal on behalf of the Vendor. The Letter of Interest should provide a brief statement of Vendor's experience indicating the unique background and qualities of the Vendor, its personnel, and its sub-consultants, and what will make the Vendor a good fit for work in the District.

2.2. Table of Contents. A table of contents of the material contained in the Proposal should follow the letter of interest.

2.3. **Executive Summary.** The executive summary should contain an outline of Vendor's approach, along with a brief summary of Vendor's qualifications.

2.4. **Proposal Form**. A completed Proposal Form attached as **Exhibit "C"**

2.5. **Proposal Pricing Form**. A completed Proposal Pricing Form attached as **Exhibit "B"**

2.6. **Product Pricing/Terms.**
Proposals must include the Proposal Pricing Form attached as **Exhibit "B"** and include the details as outlined below.

2.6.1. **Equipment Costs**. Provide a detailed breakdown of the costs of each item to be installed. Identify each item as eligible or ineligible for funding under the Cybersecurity Pilot Program.

2.6.2. **Shipping Costs**. Provide a detailed breakdown of the costs for shipping. Identify each item as eligible or ineligible for funding under the Cybersecurity Pilot Program.

2.6.3. **Taxes**. Proposal prices shall include a detailed breakdown of allowances for all taxes including but not limited to all Federal, State and Local taxes. Identify each item as eligible or ineligible for funding under the Cybersecurity Pilot Program.

2.6.4. **All Other Costs, Fees, Expenses or Charges**. Identify each item as eligible or ineligible for funding under the Cybersecurity Pilot Program.

2.6.5. All equipment provided in Vendor's Proposal must be new equipment purchased from an authorized reseller. No grey market, third party, or used equipment will be considered. Vendor must provide one year on-site fully warranty of equipment, installation and configuration.

2.7. **Certificate of Compliance**. A signed Certificate of Compliance, attached as **Exhibit "D"**.

2.8. **Proposed Personnel.** Include resumes of key personnel who would provide on-line and/or local sales or local technical support. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate Vendor's and personnel's availability to provide the local sales and technical support. If the Vendor will utilize resources from more than one office, indicate office locations and how work would be coordinated. Provide information on sub-consultant team members, if any.

2.9. **Narrative.** Provide a comprehensive narrative of the pricing and services offered by Vendor. The narrative should include the following:

2.9.1. **Proposed Schedule of Delivery.** Products requested under this RFP will be expected for delivery and installation at the District no later than 60 days from the issuance of the District's Purchase Order. Vendor shall affirmatively state its ability to meet this schedule.

2.9.2. **Vendor Information.**

2.9.2.1. Provide a brief history of Vendor, and, if a joint venture, of each participating entity. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.

2.9.2.2. Provide Vendor's preferred contact information and email address to send Vendor notifications hereunder.

2.9.2.3. Discuss Vendor's ability to meet strict schedules for comparable projects, Vendor's schedule management procedures, and how Vendor has successfully handled potential delays.

2.9.2.4. Provide a statement of ALL claim(s) filed against Vendor in the past five (5) years, if any. Briefly indicate the nature of the claim and the resolution, as applicable, of the claim(s).

2.9.2.5. Include letters of reference or testimonials, if available. Vendors should limit letters of references or testimonials to no more than ten (10).

2.9.3. Prior Relevant Experience.

2.9.3.1. Provide a list of **<u>ALL</u>** K-12 and community college districts for which Vendor has provided the same or similar products in the past five (5) years. Limit your response to <u>no more than the ten (10) most recent</u> districts. Include the names of the district, a description of services and/or products provided, and the name of the contact person and telephone number at the district. Also, indicate the Vendor's personnel that performed services for each district.

2.10. Additional Data. Provide additional information about the Vendor as it may relate to Vendor's Proposal. Include letters of reference or testimonials. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding Vendor's qualifications and expertise.

2.11. Non Collusion Declaration. Include the Vendor's executed Non-Collusion Declaration (attached to this RFP).

3. <u>Form of Agreement.</u>

3.1. Attached as **Exhibit "E"** to this RFP is a standard form Agreement. This Form of Agreement is subject to change if piggybackable contract pricing or other pricing available through existing public procured contracts is used.

3.2. Please indicate in Vendor's response if Vendor has any comments or objections to the form of Agreement. The District does not intend to consider any substantive changes to the form of Agreement if they are not submitted at or before this time.

4. **SCHOOLS AND LIBRARIES CYBERSECURITY PILOT PROGRAM SUPPLEMENTAL TERMS AND CONDITIONS.**

4.1. Attached as **Exhibit "F"** to this RFP is a standard form Agreement.

4.2. **Exhibit "F"** must be signed and returned with bid response.

5. **District's Evaluation / Selection Process.**

5.1. Consistent with public Contract Code section 20118.2, the District intends to select one of the Vendors—but reserves the right to select no Vendor or more than one Vendor—that best meet(s) the District's needs for products and technical support as described in this RFP. The Successful Vendor will be selected based on the highest score based on the selection criteria in Article 5.2.

5.2. A "best value" method of selection will be utilized to select the qualified Vendor with the most advantageous proposal. The "best value" method evaluates the selection criteria listed below based on the designated relative weight given to each criteria as a percentage of the RFQ/RFP's total points possible, where Cost/Pricing is given the greatest relative weight:

Selection Criteria	Relative Weight (%)
Cybersecurity Pilot Eligible Cost/Pricing	40
Compatibility with District's Current Network Infrastructure	30
Ineligible Costs	10
Submission of all required documents	10
K-12 District References and Past Performance	10

5.3. **Schedule**. The following is the tentative schedule for this RFP, which is subject to change:

RFP and FCC Pilot Form 470 Issuance Date:	June 5, 2025
Legal Advertisements:	June 5, 2025 and June 12, 2025
Deadline for Questions:	June 18, 2025, 10:00 a.m.
Deadline for Addendum:	June 23, 2025
Deadline for Proposal Submission:	July 21, 2025, 10:00 a.m.
Board of Education Approval:	August 2025
Notice to Proceed:	Subject to Cybersecurity Pilot Approval

6. **Terms and Conditions.**

6.1. The District reserves the right to contract with any Vendor responding to this RFP for all or portions of the above-described products, to reject any Proposal as non-responsive, and not to contract with any Vendor for the products described herein. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to amend this RFP by means of addenda.

6.1.1. The District reserves the right to accept or reject any or all proposals, in whole or in part, and to award contract components individually or in combination, based on what best meets the District's operational needs and available funding. The District may waive any informalities or minor irregularities in proposals, and is not obligated to proceed with any or all elements of the project, even after award or funding approval.

6.2. The District is not responsible for late delivery of a Proposal. It is the responsibility of the responding Vendor to ensure that the Proposal is submitted on time to the District. Proposals that are received after the deadline may not be considered.

6.3. Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Vendor that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Vendor agrees, by submission of its response for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

6.4. Issuance of this RFP does not commit the District to award a contract for products or to pay any costs incurred with the preparation of a response. Vendors should note that the execution of any contract pursuant to this RFP is dependent upon successful negotiation of terms and fees as well as approval by the District's Board of Education.

6.5. The selected Vendor(s) and each of its (their) sub-consultants and/or co-venture partners, shall comply with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act beginning with Government code section 12900, Labor Code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (ADA). Vendors shall be responsible for establishing and implementing an ADA program within the Vendor's workplace. Vendors shall not discriminate against any prospective or active employee based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The selected respondent shall cause the above provisions to be inserted in all subcontracts for any work covered by this RFQ/RFP so that such provisions will be binding upon each sub-consultant.

6.6. Fingerprinting of all personnel who will visit school sites is also required.

7. <u>Protests.</u>

Any protest regarding this RFP must be submitted, without exception, in writing to the District, before **5:00p.m.** of the **<u>THIRD (3rd)</u>** business day following the date of notification by the District that a Vendor has been selected following the evaluation / selection process.

7.1. The protest must contain a complete written statement of any and all bases for the protest.

7.2. The protest must refer to the specific portions of any documents that form the bases for the protest.

7.3. The protest must include the name, address, telephone and fax numbers, and e-mail address of the person representing the protesting party.

7.4. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest, and all other Vendors or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

7.5. The procedure and time limits set forth in this paragraph are mandatory and are each Vendor's sole and exclusive remedy in the event of protest. Failure to comply with any of these procedures, at the District's sole discretion, shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.

8. Disclosure

8.1. All proposals received shall remain confidential until a contract resulting from this Request for Proposal is signed by the District and the apparent successful Bidder; thereafter the proposals shall be deemed public records. In the event that a Bidder desires to have portions of its proposal remain confidential, it is incumbent upon the Bidder to identify those portions in its transmittal letter deposited with the proposal package. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification for exemption upon which it is making its claim. Each page, or part thereof, claimed to be confidential must be clearly identified by the word "confidential" printed on the lower right hand corner of the page.

8.2. The District will consider a Bidder's request(s) for confidentiality; however, the District will not be bound by the assertion that a page contains confidential material. An assertion by a Bidder that an entire volume of its proposal is confidential will not be honored. The District reserves the right to disclose all information in the proposal, even if the Bidder requests that it remain confidential, if the District determines that disclosure is not prohibited by law or court order.

8.3. Until a contract resulting from this Request for Proposal is executed, no employee, agent or representative of an Bidder shall make available or discuss its proposal with the press, any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District, unless specifically allowed to do so in the Request for Proposal or in writing by the District for the purpose of clarification and evaluation.

8.4. Bidders shall not issue any news release(s) or make any statement to the news media pertaining to this Request for Proposal or any proposal and/or contract or work resulting therefrom without the prior approval of the District which may be given or withheld in its sole and absolute discretion and then only in cooperation with the District.

EXHIBIT 'A'

PRODUCT SPECIFICATIONS – MULTI-LAYERED THREAT PROTECTION (ENDPOINT, EMAIL, DNS)
CYBERSECURITY PILOT FUNDING YR (3 Years)

RFP # 2025/26: (E1)

Section A - Mulit-Layered Threat Protection

General Information

The District is seeking to procure a comprehensive cybersecurity solution consisting of endpoint protection, DNS-layer threat protection, and email security services to enhance its enterprise-wide defense capabilities. The endpoint protection platform must provide continuous malware detection, real-time threat response, behavioral analysis, and retrospective visibility across all managed devices. The DNS-layer security solution must inspect and filter internet-bound traffic at the DNS level, blocking access to malicious domains before threats can reach devices or users. The email security service must protect against phishing, spoofing, malware-laden attachments, and other email-borne threats, while supporting advanced spam filtering and threat intelligence integration.

Rowland Unified School District locations

	Site Name	Abbreviation	Address
1	District Office	DO	1830 Nogales St Rowland Heights CA 91748
2	Alvarado Intermediate	ALV	1901 Desire Ave Rowland Heights CA 91748
3	Blandford Elementary	BLA	2601 Blandford Dr Rowland Heights CA 91748
4	CDS/Spec Ed	CDS	1928 Nogales St Rowland Heights CA 91748
5	Giano Intermediate	GIA	3223 S Giano Ave West Covina CA 91792
6	Hollingworth Elementary	HOL	3003 E Hollingworth La Puente CA 91744
7	Hurley Elementary	HUR	535 Dora Guzman Ave La Puente CA 91744
8	Jellick Elementary	JEL	1400 Jellick Ave Rowland Heights CA 91748
9	Killian Elementary/RACE	KIL/RACE	19100 Killian Ave Rowland Heights CA 91748
10	Nogales High School	NHS	401 Nogales St La Puente CA 91744
11	Northam Elementary	NOR	17800 Renault St La Puente CA 91744
12	Oswalt Academy	OSW	19501 Shadow Oak Dr Walnut CA 91789
13	Rorimer Elementary	ROR	18750 Rorimer St La Puente CA 91744
14	Rowland Elementary	ROW	2036 Fullerton Rd Rowland Heights CA 91748
15	Rowland High School	RHS	2000 Otterbein Ave Rowland Heights CA 91748
16	Santana High School	SHS	341 La Seda Rd La Puente CA 91744
17	Shelyn Elementary	SHE	19500 Nacora St Rowland Heights CA 91748
18	Transportation, Building Services, RIC, Technology	TBRT	1020 Otterbein Ave Rowland Heights CA 91748

19	Telesis Academy	TEL	2800 E Hollingworth St West Covina CA 91792
20	Villacorta Elementary	VIL	17840 E Villacorta St La Puente CA 91744
21	Ybarra Academy	YBA	1300 Brea Canyon Cut Off Rd Walnut CA 91789
22	Yorbita Elementary	YOR	520 Vidalia Ave La Puente CA 91744

Current Environment

Rowland Unified School District (RUSD) supports 22 school and administrative sites connected via a high-speed WAN, with internet access through LACOE. The district uses Google Workspace for email and productivity services. Two primary data centers—located at the District Office (DO) and Nogales High School (NHS)—host virtualized servers on hypervisor platforms. Local domain controllers are present at each site for reliable authentication and access.

The district currently leverages Cisco Umbrella for DNS-layer security across all networks, Cisco Secure Email to filter threats before reaching Gmail, and Cisco Secure Endpoint to protect staff and student devices. These tools are tightly integrated into our network and server infrastructure to provide centralized policy enforcement, threat detection, and reporting.

Project Scope

Note: The District reserves the right to proceed with some or all elements of the requested solution. Vendors are encouraged to submit scalable or modular proposals, and the District may award contract components individually or in combination, based on available funding and project priorities.

The selected vendor(s) will provide a comprehensive suite of cloud-managed cybersecurity tools that include:

- DNS-layer protection to block malicious domains and enforce content filtering policies.
- Cloud-based email threat protection for phishing defense, malware filtering, and URL analysis.
- Advanced endpoint protection that detects and contains malware using behavioral and signature-based techniques.

All services must be:

- Delivered through a cloud-based management platform.
- Centrally administrable via secure web console with multi-tenant role-based access.
- Compatible with existing Windows/macOS clients and current networking environment
- Support API access for SIEM/logging integration using Extended Detection and Response (XDR) services, such as Securus360.
- Compliant with applicable federal and state cybersecurity regulations (e.g., FERPA, CIPA, NIST 800-53, etc.)

Technical Requirements

1. DNS Security Solution

The district requires a cloud-delivered DNS-layer security platform with:

- Real-time threat intelligence and analytics
- Protection against phishing, botnets, malware, ransomware, and C2 callbacks
- User/group-based policy enforcement
- Integration with Active Directory or cloud identity services
- Support for roaming clients and off-network devices (Windows, macOS, Chromebooks)
- API access

Minimum User Count: 2,000
Billing Term Preference: 3 years (annual invoicing)

2. Cloud Email Security

Vendors must provide a secure email gateway or integrated cloud email security solution with the following:

- Malware and spam filtering
- URL rewriting and time-of-click analysis
- Attachment sandboxing and threat analysis
- Threat dashboards with drill-down forensics
- DMARC/DKIM/SPF enforcement and visibility
- API access

Minimum User Count: 2,000
Billing Term Preference: 3 years (annual invoicing)

Must support current cloud-hosted email platform (Google Workspace)

3. Advanced Endpoint Protection

The endpoint protection solution must provide:

- Real-time malware detection and threat prevention
- Cloud-delivered endpoint agent (lightweight, non-intrusive)
- Behavioral analysis and exploit prevention
- Automatic quarantine and remediation
- Threat telemetry and forensic detail per device
- Threat correlation with DNS and email threats preferred
- Support packaging for deployment through both Microsoft Intune and Mosyle, allowing scalable and platform-specific rollout across Windows and Apple devices.
- API access

Minimum User Count: 2,000
Billing Term Preference: 3 years (annual invoicing)
Deployment Flexibility: Windows, macOS, Chromebooks support preferred

Attachment A

Product Specifications

Line #	Item Subscription/ Model Number	Description	Part No	Qty.
1	UMB-DNS-ADV-K9 or equivalent	Cisco Umbrella DNS Security Advantage Cisco Umbrella DNS Security or equivalent	Cisco Umbrella DNS Security Advantage Cisco Umbrella DNS Security	2000
2	SVS-UMB-SUP-E or equivalent	Enhanced Support for Umbrella Enhanced Support for Umbrella or equivalent	SVS-UMB-SUP-E	1
3	CES-ESS-LIC or equivalent	Cisco Secure Email Cloud ESS Inbound+Malware Defense & ANYL or equivalent	CES-ESS-LIC	2000
4	AMP4E-CL-LIC or equivalent	Cisco Secure Endpoint Cloud subscription Cisco Secure Endpoint Cloud or equivalent	AMP4E-CL-LIC	2000

Names and Alternatives
For convenience in designation on the plans or in the specifications, certain articles, or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process or article offered by service provider is not, in opinion of the District, substantially equal or better in every respect to that specified, then service provider shall furnish material, process or article specified. Burden of proof as to equality of any material, process or article shall rest with service provider. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the sealed bid packet at the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this contract.". Similar to E-Rate, alternative solutions must be considered assuming they are equivalent and are compatible with District's network requirements.

EXHIBIT "B"

PRODUCT SPECIFICATIONS – MULTI-LAYERED THREAT PROTECTION (ENDPOINT, EMAIL, DNS)
CYBERSECURITY PILOT FUNDING YR (3 Years)

RFP # 2025/26: (E1)

PROPOSAL PRICING FORM – Mandatory

Pricing Table: NGFW

ITEM	MFR.	PART/ MODEL # (or equal)	QTY	Cybersecurity Pilot eligible %	Unit Price	EXTENSION
Cisco Umbrella DNS Security or equivalent	Cisco	UMB-DNS-ADV-K9	2000			
Enhanced Support Umbrella or equivalent	Cisco	SVS-UMB-SUP-E	1			
Cisco Secure Email or equivalent	Cisco	CES-ESS-LIC	2000			
Cisco Secure Endpoint or equivalent	Cisco	AMP4E-CL-LIC	2000			
				Subtotal:	$	
				Tax (Zip Code: 91748):	$	
				Freight Charge (Zip Code: 91748):	$	
				Total:		
				Cybersecurity Pilot Ineligible Total:	$	
				Cybersecurity Pilot Ineligible Tax:	$	
				Cybersecurity Pilot Ineligible Freight:	$	

- The proposed solution should be quoted as specified, or be functionally equivalent.

EXHIBIT "C"

MULTI-LAYERED THREAT PROTECTION (ENDPOINT, EMAIL, DNS)
CYBERSECURITY PILOT FUNDING YR (3 Years)

RFP # 2025/26: (E1)

PROPOSAL FORM
(MANDATORY)

Submitted herewith is our Proposal for Multi-Layered Threat Protection (Endpoint, Email, DNS) Cybersecurity Pilot Funding (3 years), Cybersecurity FCC Pilot Form 470 number #CBR420250454 for the Rowland Unified School District.

We propose the pricing and terms attached hereto in Exhibit "B" and certify that pricing and terms are in compliance with all current Cybersecurity FCC Pilot program guidelines established by the Federal Communications Committee (FCC).

The Vendor will enter into an agreement with the District in the form submitted with this Request for Proposal.

____
Name of Vendor

____
By

SPIN Number ____________________

Federal Registration Number (FCC-FRN) ______________________

EXHIBIT “D”

MULTI-LAYERED THREAT PROTECTION (ENDPOINT, EMAIL, DNS)
CYBERSECURITY PILOT FUNDING YR (3 Years)

RFP # 2025/26: (E1)

ROWLAND UNIFIED SCHOOL DISTRICT
CERTIFICATION OF COMPLIANCE

(MANDATORY FORM)

I/we have received and reviewed the RFP and any Addenda issued by the Rowland Unified School District and this submission is our entire submittal.

Vendor Name: ____

Authorized Signature: ____

Printed Name: ____

Date: ________________, 2025 Number of Addenda Received: __________________

EXHIBIT "E"

MULTI-LAYERED THREAT PROTECTION (ENDPOINT, EMAIL, DNS)
CYBERSECURITY PILOT FUNDING YR (3 Years)

RFP # 2025/26: (E1)

FORM OF AGREEMENT

FORM OF AGREEMENT

MULTI-LAYERED THREAT PROTECTION (ENDPOINT, EMAIL, DNS)
CYBERSECURITY PILOT FUNDING YR (3 Years)

RFP # 2025/26: (E1)

AGREEMENT FOR SALE OF EQUIPMENT, MATERIALS, SUPPLIES AND SERVICES

This Agreement for **Multi-Layered Threat Protection (Endpoint, Email, DNS)** Funding Yr. ____, is made and entered into this ____________________ day of ____________,_______20___ ("Contract"), by and between _________________________ ("Seller") and **Rowland Unified School District** ("Buyer" or "District"). Seller and Buyer may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Sale and Description of Goods.** Seller shall sell to the Buyer and Buyer shall purchase from Seller the products, equipment, materials, or supplies in the quantities and prices described in the document attached hereto as **Exhibit "G"** (the "Goods").

   1.1.2 Vendor shall be and remain, in compliance with all current Cybersecurity Pilot program guidelines established by the Federal Communications Committee (FCC). This procurement is entirely contingent upon available funding from the Federal Cybersecurity Pilot Program (Schools and Libraries Division) and the District may or may not undertake the procurement at its sole discretion.

2. **Delivery.** The Goods shall be delivered by Seller at Seller's sole expense ("Delivery") pursuant to the terms of the Purchase Order attached hereto as **Exhibit "H"**. Packing slips must accompany all shipments. Seller shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Seller delivers in excess of the quantities specified herein, the Buyer shall not be required to make any payment for the excess equipment, materials, or supplies, and may return them to Seller at Seller's expense or utilize any other rights available to the Buyer at law or in equity. The risk of loss or damage to the Goods shall not pass to buyer until buyer receives physical possession of the Goods.

3. **Compensation and Payment.** Buyer agrees to pay Seller for Goods satisfactorily provided under this Contract a total fee of ____________________________ Dollars ($______.__) or from time to time on the same terms as the Purchase Order attached hereto as **Exhibit "H"** in the event that the Buyer's duly authorized representative issues a purchase order to the Seller (collectively, the "Contract Price"). Payment for the Goods shall be made for all undisputed amounts within thirty (30) days after the Seller submits an itemized invoice to the Buyer for Goods actually and satisfactorily provided under this Contract and after the later of the following two events: (i) the date of acceptance of Goods; or (ii) receipt of an undisputed invoice.

   Pursuant to Civil Code Section 1671 and Cal. U. Com. Code Section 2718, subd. (a), because it would be impracticable or extremely difficult to fix the actual value of damages to Buyer if Seller failed to timely deliver the Goods within the Contract Time, it has been agreed upon by the Parties that Seller shall pay Buyer liquidated damages of ________________________ Dollars ($______.__) per day as liquidated damages for each and every day's delay beyond the time herein prescribed for Delivery under the Contract Time, which represents the result of a reasonable endeavor by the Parties to estimate a fair average compensation for any loss that may be sustained by Buyer if it is deprived of the beneficial use and enjoyment of the Goods to further its educational and governmental mission, and, as such, this amount is not intended to be a penalty in any manner whatsoever.

4. **Entire Contract.** This Contract including the Terms and Conditions attached hereto set forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

5. **Notices and Communications**. Notices and communications between the Parties may be sent to the following addresses:

Buyer:	**Seller:**
Rosana McLeod	________________________
Interim Assistant Superintendent,	________________________
Administrative Services	____________________, ___
Rowland Unified School District	ATTN: ____________________
1830 S. Nogales Street	E-mail______________________
Rowland Heights, CA 91748	Telephone: ________________
E-mail: rmcleod@rowlandschools.org	
Tel. 626-854-8309	

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

6. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

__X__ **Exhibit "H"** Purchase Order

_X__ **Exhibit "I"** Terms and Conditions to Contract

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Seller certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: ________________________, 20___	Dated: __________________, 20___
Rowland Unified School District	________________________ **[Seller]**
By: ______________________________	By: ___________________________
Print Name: _______________________	Print Name: ___________________
Print Title: ________________________	Print Title: _____________________

Information regarding Seller:

Type of Business Entity: _____ Individual _____ Sole Proprietorship _____ Partnership _____ Limited Partnership _____ Corporation _____ Limited Liability Company _____ Other: ____________________	____ Employer Identification and/or Social Security Number **NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

EXHIBIT “F”

MULTI-LAYERED THREAT PROTECTION (ENDPOINT, EMAIL, DNS) CYBERSECURITY PILOT FUNDING YR (3 Years)

RFP # 2025/26: (E1)

CYBERSECURITY PILOT SUPPLEMENTAL TERMS AND CONDITIONS

CYBERSECURITY SUPPLEMENTAL TERMS AND CONDITIONS

MULTI-LAYERED THREAT PROTECTION (ENDPOINT, EMAIL, DNS)
CYBERSECURITY PILOT FUNDING YR (3 Years)

RFP # 2025/26: (E1)

Signed copy to be returned with proposal and/or bid response (“Proposal’) in response to this Solicitation (“RFP/RFB/RFQ”).

The Telecommunications Act of 1996 established a fund by which Schools and Libraries (“Applicant” or “Applicants”) across the Country could access discounts on eligible telecommunications products and services. The FCC authorized the Schools and Libraries Cybersecurity Pilot Program on 07/30/2024 to enable the Commission to evaluate the impact that using Universal Service Fund (USF or Fund) support for eligible cybersecurity services and equipment will have on protecting school and library broadband networks and data.

1) **CYBERSECURITY PILOT PROJECT CONTINGENCY**

The project herein is contingent upon the approval of funding from the FCC Schools and Libraries’ Cybersecurity Pilot Program (CPP). Even after award of Agreement(s) and/or CPP funding approval is approved, the Applicant may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the Applicant.

2) **SERVICE PROVIDER REQUIREMENTS**

The Applicant expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the CPP program.

a. Service Providers are required to be in full compliance with all current rules and requirements and future rules and requirements issued by the FCC and USAC throughout the agreement period of any Agreement entered into as a result of this RFP/RFB/RFQ.

b. Service Providers are responsible for providing a valid Service Provider Identification Number (“SPIN”). More information about obtaining a SPIN may be found at this website: https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/

c. Service Providers are responsible for providing a valid Federal Communications Commission Registration Number (“FRN”) at the time the Proposal is submitted. More information about obtaining an FRN may be found at this website: https://fjallfoss.fcc.gov/coresWeb/publicHome.do

d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential Service Provider found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for termination of the Agreement as it could prohibit the Service Provider from providing discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red

and Green Light Status may be found at this website:
http://www.fcc.gov/debt_collection/welcome.html

e. Products and services must be delivered before billing and CPP discounting can commence.

f. Prices must be held firm for the duration of the three-year Cybersecurity Pilot Program.

g. Goods and services provided shall be clearly designated as “CPP Eligible.” Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per USAC guidelines. The full Cybersecurity Pilot Program Eligible Services List (P-ESL) can be found here: https://www.fcc.gov/cybersecurity-pilot/cybersecurity-pilot-eligible-services-list

i. In the event of questions during a CPP pre-commitment review, post-commitment review, and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

j. The awarded Service Provider is required to send copies of all forms and invoices to the Applicant prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the Applicant placing the vendor on an “Invoice Check” with the USAC:
https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/.

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

l. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See
https://www.usac.org/about/reports-orders/supply-chain/. Any proposed solution including Covered Equipment or Services as defined by the FCC will be disqualified. If, after award of the project it is found Covered Equipment or Services are included, the award and/or Agreement will be considered to be null and void. See https://www.fcc.gov/supplychain for further information on FCC requirements.

m. SPAM and/or robotic responses will not be considered valid Proposals and will be disqualified from consideration.

n. Any Service Provider proposals identifying contingency fees such as allocations for change orders, tariffs, or other speculative fees not specifically called out for in the scope and/or terms of the RFP/RFB/RFQ will automatically be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP/RFB/RFQ. Contingency fees not pre-approved by the Applicant will not be allowed.

3) **SERVICE PROVIDER ACKNOWLEDGEMENTS**

a. The Service Provider acknowledges that no change in the products and/or services specified in its proposal will be allowed without prior written approval from the Applicant and a USAC service substitution approval with the exception of a Global Service Substitutions. See https://www.usac.org/e-rate/applicant-process/before-youre-done/service-substitutions/.

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

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Service Providers found not to be providing Lowest Corresponding Price (LCP) may be required to repay any identified overcharges to USAC. The Service Provider acknowledges that LCP is solely the service provider's responsibility and it will not hold the Applicant liable, or seek reimbursement from any applicant, for any appeals, commitment adjustments or funding recoveries.

d. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: https://www.usac.org/about/reports-orders/supply-chain/.

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

4) INVOICING

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the FCC Pilot Form 474 Service Provider Invoice (SPI). The Applicant will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (FCC Form Pilot 472). Billing term preference is 3 years with annual invoicing. The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Funding Request Number ("FRN") and associated FRN Line Items and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from USAC, the Applicant shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the Applicant decide that it is in the best interest of the Applicant to file an FCC Pilot Form 472, the Applicant will inform the Service Provider of its intent.

b. The Service Provider agrees that it will not invoice USAC for equipment or services that have not been delivered to and accepted by the Applicant and installed. If equipment is being drop-shipped to the Applicant and the Applicant is responsible for installing the equipment, the Service Provider may not invoice USAC until equipment is received and accepted by the Applicant.

c. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the Applicant will only be responsible for paying its non-discounted share.

6) **FCC/USAC AUDITS**

The FCC requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. The Service Provider hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP/RFB/RFQ for ten (10) years after final payment. The Applicant, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Service Provider and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) CPP Annual Reporting Requirements: The Applicant in the Cybersecurity Pilot Program is required to produce annual reports on the effectiveness of the Cybersecurity Pilot Project funding on their district. Service Provider is required to produce relevant charts, graphs and reports to support the district's reporting requirement.

I, the undersigned, as an authorized agent of ______________________________ (Service Provider Name), hereby certify that I have read the FCC Schools and Libraries Cybersecurity Pilot Program Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the CPP process as outlined above.

Signature: ____________________________ **Title:** __________________________

Phone Number: _______________________ **Email:**___________________________

Service Provider Name:____

Service Provider FCC Registration Number: _______________________________

Service Provider Identification Number: __________________________________

EXHIBIT "G"
PRODUCT DESCRIPTION

EXHIBIT "H"
RUSD – PURCHASE ORDER

Left blank intentionally until vendor selection and award of bid.

EXHIBIT "I"

Terms and Conditions to Purchase Order / Agreement for Sale of Equipment, Materials, or Supplies

1. **Parties.** Vendor also known as "Seller" and **Rowland Unified School District** also known as "Buyer" or "District".
2. **Freight Terms.**
   All prices shall be quoted F.O.B. destination, unpacked, assembled (if necessary) to the designated site(s) at the time of order. No additional freight, drayage or labor charges will be permitted. All cartons and other packaging materials to be removed from the site by the Seller or his agents.
3. **Shipments.**
   All line items shall be delivered to the District's warehouse, complete as requested in one shipment. Partial line item delivery shall not be accepted without prior consent. Payment for partial line items shall be delayed until the complete quantity has been received at the District's warehouse. NOTE: This does not mean that the District will not accept a partial purchase order delivery, as long as the total quantity requested for each line item is included in the shipment.
4. **Marking of Packages**.
   Each package contained in each shipment shall be clearly marked with the District purchase order number. Failure to mark the packages may delay District acceptance and payment for the shipment. Each package shall be marked with the sequential package number of threat shipment with the first package being marked Number 1, and PACKING SLIP ENCLOSED.
5. **Inspection, Acceptance, and Rejection**.
   a. Seller and its subcontractors will provide and maintain a quality assurance system acceptable to the Buyer covering the Goods and will tender to the Buyer only those Goods that have been inspected and found to conform to this Contract's requirements. Seller will keep records evidencing inspections and their result, and will make these records available to the Buyer during Contract performance and for three years after final payment. Seller shall permit the Buyer to review procedures, practices, processes and related documents to determine the acceptability of Seller's quality assurance system or other business practices related to performance of the Contract.
   b. All Goods may be subject to inspection and test by the Buyer or its authorized representatives.
   c. Seller and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the Buyer. Seller shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
   d. All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the Buyer at destination, notwithstanding any payment or inspection at source.
   e. Buyer shall give written notice of rejection of equipment, materials, or supplies delivered or services performed hereunder within a reasonable time after receipt of such equipment, materials, or supplies. Such notice of rejection will state the respects in which the equipment, materials, or supplies do not substantially conform to the specifications of the Goods. If the Buyer does not provide such notice of rejection within thirty (30) days of delivery, such equipment, materials, or supplies will be deemed to have been accepted. Acceptance by the Buyer will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the Buyer might have at law or by express reservation in this Contract with respect to any nonconformity.
6. **Warranties.**
   a. *Warranty of Supplies of a Noncomplex Nature* (Note-Intended to Implement terms substantially similar to 48 C.F.R. section 52.246-17 [UPDATED JUNE 2003])
      i. Definitions. As used in this section entitled *Warranty of Supplies of a Noncomplex Nature* of the Article entitled *Warranties*
         (1) Acceptance means the act of an authorized representative of the Buyer by which the Buyer assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.
         (2) Supplies means the end items furnished by the Seller and related services required under this contract. The word does not include "data."
      ii. Seller's obligations.
         (1) Notwithstanding inspection and acceptance by the Buyer of supplies furnished under this

contract, or any condition of this contract concerning the conclusiveness thereof, the Seller warrants that for five (5) years after delivery (“Warranty Period”)

   a. All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and
   b. The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Seller. However, the Seller's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Seller's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to the Warranty Period and shall run from the date of delivery of the corrected or replaced supplies.

iii. Remedies available to the Buyer.

(1) Buyer shall give written notice to the Seller of any breach of warranty within 45 days after discovery of the defect.

(2) Within a reasonable time after the notice, the Buyer may either—

(3) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this Contract; or

(4) Retain such supplies and reduce the Contract Price by an amount equitable under the circumstances.

(5) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract.

   a. The Buyer may, for sampling purposes, group any supplies delivered under this contract;
   b. Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;
   c. May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and
   d. Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(6) Within a reasonable time after notice of any breach of the warranties specified above, the Buyer may exercise one or more of the following options:

   a. Require an equitable adjustment in the Contract Price for any group of supplies.
   b. Screen the supplies grouped for warranty action under this clause at the Seller's expense and return all nonconforming supplies to the Seller for correction or replacement.
   c. Require the Seller to screen the supplies at locations designated by the Buyer within the jurisdictional boundaries of the District and to correct or replace all nonconforming supplies.
   d. Return the supplies grouped for warranty action under this clause to the Seller (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(7) The Buyer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Seller the cost occasioned to the Buyer thereby if the Seller:

   a. Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or
   b. Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Buyer may authorize in writing) after receipt of notice from the Buyer specifying such failure.

(8) Instead of correction or replacement by the Buyer, the Buyer may require an equitable adjustment of the Contract Price. In addition, if the Seller fails to furnish timely disposition

instructions, the Buyer may dispose of the nonconforming supplies for the Seller's account in a reasonable manner. The Buyer is entitled to reimbursement from the Seller, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(9) The rights and remedies of the Buyer provided in this section entitled Warranties are in addition to and do not limit any rights afforded to the Buyer by any other clause of this Contract.

b. Supplement to Section Entitled Warranty of Supplies of a Noncomplex Nature (Note-Intended to Implement terms substantially similar to California Multiple Award Schedules (CMAS) General Terms and Conditions for Non-Information Technology Services section entitled CMAS-WARRANTY)

i. Unless otherwise specified, the warranties contained in this contract begin after acceptance has occurred.

(1) Seller warrants goods furnished hereunder will conform to the requirements of this Contract.

(2) All warranties, including special warranties specified elsewhere herein, shall inure to the Buyer, its successors, assigns, customer agencies and users of the goods.

7. **Disputes.**

a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Seller shall submit to the District's Superintendent or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the District, on its own initiative, has already rendered such a final decision. Seller's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Seller shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Seller believes the District is liable.

b. Pending the final resolution of any dispute arising under, related to or involving this Contract, Seller agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the District's instructions. Seller's failure to diligently proceed in accordance with the District's instructions shall be considered a material breach of this Contract.

c. Any final decision of the District shall be expressly identified as such, shall be in writing, and shall be signed by the District Superintendent or designee. If the District fails to render a final decision within 90 days after receipt of Seller's demand, it shall be deemed a final decision adverse to Seller's contentions. The District's final decision shall be conclusive and binding regarding the dispute unless Seller commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

8. **Termination.** If Seller fails to perform the Contract and Seller's duties to the satisfaction of the Buyer, or if Seller fails to fulfill in a timely and professional manner Seller's obligations under this Contract, or if Seller violates any of the Terms or Provisions of this Contract, the Buyer shall have the right to terminate this Contract effective immediately upon the Buyer giving written notice thereof to the Seller. Buyer shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

9. **Assignment of Contract.** Seller shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the Buyer.

10. **Time is of the Essence.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

11. **Delivery and Installation Charges**

a. Seller is cautioned to bid on the full and complete cost of each item.

b. Seller must establish a dedicated project manager to coordinate all aspects of this delivery.

c. Seller must coordinate all deliveries with freight carriers, expedite factory ship dates and verify project status with customer two weeks prior to shipment. The District is not responsible to monitor freight deliveries.

d. Seller must provide follow-up reports, on a bi-weekly basis, regarding damage replacements, returns, credits and freight claims. Seller is responsible for all freight claim issues. The District is not responsible for any additional charges due to freight damage replacements.

12. **Force Majeure Clause.** Seller shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage

of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the Buyer, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Seller.

13. **Indemnification / Hold-Harmless.** To the furthest extent permitted by California law, Seller shall defend, indemnify, and hold harmless the Buyer, its agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The Buyer shall have the right to accept or reject any legal representation that Seller proposes to defend the Buyer.
14. **Permits and Licenses.** Seller and all of its employees, agents, and subcontractors shall secure and maintain in force, at Seller's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Contract herein listed.
15. **Independent Contractor Status.** While engaged in carrying out the Contract, the Seller is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the Buyer. Seller shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Seller shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
16. **Anti-Discrimination Policy.** It is the policy of the Buyer that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, and therefore the Seller agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Seller agrees to require like compliance by all its subcontractor(s).
17. **Compliance with Laws.** Seller shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Contract as indicated or specified. If Seller observes that any of the work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Seller shall notify the Buyer, in writing, and, at the sole option of the Buyer, any necessary changes to the scope of the Contract shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Seller's receipt of a written termination notice from the Buyer. If Seller performs any work of the Contract that is in violation of any laws, ordinances, rules or regulations, without first notifying the Buyer of the violation, Seller shall bear all costs arising therefrom.
18. **Anti-Trust Claim.** Seller and its subcontractor(s) agree to assign to the Buyer all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the Buyer tenders final payment to the Seller, without further acknowledgment by the Parties.
19. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the Buyer's administration office is located.
20. **Provisions Required by Law to be Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
21. **Binding Contract.** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
22. **Buyer Non-Waiver.** Buyer's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
23. **Invalid Term.** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

MULTI-LAYERED THREAT PROTECTION (ENDPOINT, EMAIL, DNS)
CYBERSECURITY PILOT FUNDING YR (3 Years)

RFP # 2025/26: (E1)

NON-COLLUSION DECLARATION
PUBLIC CONTRACT CODE § 7106

TO BE EXECUTED BY VENDOR/PROPOSER

State of California)
) ss.
County of _____________________)

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

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

Executed this ____ day of _____________, 2025, at ________________, California.
(City)

.

____
(Signature of Bidder/Person Submitting Proposal)

REFERENCES

RFP # 2025/26: (E1) USD CYBERSECURITY FY 2026

Please provide a minimum of 3 professional references, specifically related to your past performance of projects of similar size and scope with other public school districts and/or public agencies in California. The Rowland Unified School District requests that these references be directly related to work performed within the guidelines of the cybersecurity FCC Pilot Program.

Reference #1	
Name of Client	
Type of Business	
Contact Person's name & Title	
Telephone # & Email	
Project Cost	
Description of work performed	
Reference #2	
Name of Client	
Type of Business	
Contact Person's name & Title	
Telephone # & email	
Project Cost	
Description of work performed	
Reference #3	
Name of Client	
Type of Business	
Contact Person's name & Title	
Telephone # & Email	
Project Cost	

Description of work performed	

Reference #4	
Name of Client	
Type of Business	
Contact Person’s name & Title	
Telephone # & Email	
Project Cost	
Description of work performed	

Reference #5	
Name of Client	
Type of Business	
Contact Person’s name & Title	
Telephone # & Email	
Project Cost	
Description of work performed	