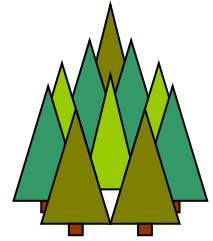


WHERE KNOWLEDGE GROWS

SYLVAN UNION SCHOOL DISTRICT



WHERE KNOWLEDGE GROWS

Request for Proposal (RFP) for

INFORMATION TECHNOLOGY (IT) MANAGED SERVICES

Addendum #1

A. Page 26 Section 3.4 General Provisions

3.4.1 Contract Terms, Insurance and Litigation Warranty

Contract General Provisions – See Attachment A

Respondent acknowledges receipt of the attached “Pupil Records Rider For Digital Records Storage and/or Digital Educational Software Contracts”.

Respondent:

Name of Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

B. Page 25 Section 3.3 Conflict of Interest

Replace Paragraph one of Section 3.3

A completed Conflict of Interest Disclosure Form – Attachment B must be submitted even if there are not actual or potential conflicts of interest.

C. Page 18 Section 1.3 Scope of Work Paragraph 5: Delete

~~Contractor shall notify the District in writing of any requested substitution at least seven (7) days prior to submission of proposal.~~

D. Page 24 Section 2.3 Summary Budget: Replace the referenced page #'s for each described cost summary as follows:

Solution for Virtualization Server Hosts and Software (See #1 pg 18)
On-Boarding Tool: Ruckus Cloudpath (#2 pg 18)
Trouble Ticket System (#3 pg 18)
Information Technology Managed Services (#4-9 pgs 18-19)
Total Cost

E. Questions and Answers:

1. Will section cover pages count toward total page count for the RFP or just content pages:

Answer: Only content pages will count towards total page count

2. Is any of the Cisco Equipment covered by Cisco Smartnet subscriptions?

Answer: Yes, the District does have a small support contract in place for some of the existing Cisco switch equipment. The contract covers IOS software updates/TAC support. Details are not available at this time.

3. Is Dell the preferred brand of servers or can HP servers be used?

Answer: Refer to page 18 Section 1.3 Scope of Work Paragraphs 2, 3, 4, 5

Whenever software, materials, equipment, process, or article is indicated or specified by patent, or proprietary name, or by name of manufacturer, that specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality shall rest with Contractor.

If the software, materials, equipment, process, or article offered by Contractors is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the item in dispute specified without any additional compensation.

4. Is VMWare the Districts choice of Virtualization software or can Microsoft HyperVisor be used?

Answer: See Answer to #3

5. Are the dark web scans to be done only for the Teachers and District staff?

Answer: Respondent's proposal should describe best practice solution for the Sylvan Union School District's network environment.

6. Is the District currently using any Virtualization Software for servers?

Answer: No.

7. Is the goal to replace the servers at the individual school sites with a virtual server located at the District office or have the Virtual servers at each school site (where replacements are appropriate)?

Answer: The district's goal is to consolidate the virtualization solution at the district office as long as it makes sense to do so. Respondent's proposal should describe best practice solution for the Sylvan Union School District's network environment to provide a high level of manageability, effectiveness, and efficiency, at a cost that is not prohibitive.

8. On page 24, item 2.3 calls for each items budget. It alludes to a description of each item (see item #1 pg. 25) each item refers to a description that is nonexistent. Can you provide descriptions of each of those items please so we can more accurately price these items.

Answer: See pages 18-19 for descriptions. You may also refer to Item D of this Addendum.

9. On the bid page 25, item 3.3 it calls for a Conflict of Interest Disclosure form, Attachment E. I cannot find this "attached form"

Answer: See Page 1 of Addendum 1 and "Attachment B" of this document.

10. Since there is an incumbent vendor can you provide the following breakdown of revenue paid to the incumbent vendor by month over the last 90 days as follows:

1. Reoccurring revenue for support services for months Feb March April 2019.

Answer: Months of Feb 28 through April 10 were not reoccurring revenue: Emergency Response to two virus' at a cost of \$200.00/hr. Total paid for emergency support response: \$215,344

From April 11 to June 30, 2019: Reoccurring revenue: \$18,000 per month for full IT Managed Services prorated for month of April NTE \$48,000 as part of response to emergency support procurement.

2. Time and materials revenue paid to incumbent vendor for services out of scope of support contract for months Feb March April 2019

Answer: None other than installation costs of various equipment and software described in #5 of this question.

3. Project revenue either fixed bid or time and materials for months Feb March April 2019.

Answer: See Response to #1, 2, 5.

4. Software or tools costs for helpdesk, monitoring or other software provided to facilitate services not included in item 1 for months Feb March April 2019.

Answer: See answer to #1 of this question.

5. Hardware and software purchases paid to incumbent vendor for months Feb March April 2019.

Answer:

Alienvault Software and Installation: \$14,487.59

Palo Alto Equipment, Software, and Installation: \$142,612.75

CrowdStrike Software and Installation: \$19,730.90

Sophos Software and Installation: \$9,495.09

Replacement computers under emergency: \$11,655 at cost

Backup server, software, and installation: \$15,397.14 (not yet paid)

11. Page 3 – Section 1.1 – First Bullet Point states, “...Additionally, **SUSD requires project delivery** to support large IT transitions (e.g. move of sites or transition to co-location facility) which leverage a bench of system experts to meet technical needs” This language is very broad with an undefined scope that respondent could be responsible for an unlimited and unknown amount of future projects. Is the district looking for the respondent to fulfill these projects within the scope of this RFP or just that the respondent has the capability to do these types of projects outside the scope of the RFP?

Answer: The district does not anticipate large projects outside of the scope of this RFP as described (i.e. converting to a virtualized environment). Consulting services are expected for small scale modernization projects where classroom technology/infrastructure may need to be upgraded. Should a new school need to be constructed over the next five years, a rate would be negotiated outside of the scope of this RFP as described.

There is an expectation for the Respondent's IT Managed Services to partner with the district on small scale IT decisions and to support the district in applying for E-Rate Services. Respondent will be required to provide recommendations for upgrades, equipment lists, and RFP scope of work based on existing E-rate parameters (Category 2 or new releases). Respondent would partner with Sylvan Union School District Business Office and District's E-rate Consultant on an annual basis for any new E-Rate opportunities as part of IT Managed Services.

Respondent is expected to provide technical expertise as the district moves forward with procurement of a VOIP phone solution. Respondent is not expected to install or procure the solution for a new phone solution.

In summary, the district is seeking turn-key IT Managed Services for events that may occur throughout normal operations of a school district.

12. Page 18 – Section 1.3 – Paragraph 1 states, “...Proposals should outline what, if any, costs will require an initial capital investment, annual on-going investment, and monthly service fees detailed over a 5 year period.” Is respondent required to give full 5-year IT Department budget in this RFP response or is respondent just to give 5-year budget for items in the table in section 2.3 “Project Budget”? If required to give full 5-year IT Department budget this will be difficult for respondents to deliver given the time frame of the RFP and additional details needed to put together full 5-year budget.

Answer: 5-year budget for items in the table in section 2.3 “Project Budget” on page 24.

13. Page 20 – System Enhancements – This section could read as if respondents would need to quote a full telecommunications system in this RFP response. Can the district clarify that this section is just stating respondents will be responsible for helping to maintain the current phone system, help with the design

specifications and hardware/software specifications for a new telecommunications system, and support the implementation of a new telecommunications system?

Answer: Successful Respondent will be responsible for helping to maintain the current phone system, assist with the design specifications and hardware/software specifications for a new telecommunications system, and support the implementation of a new telecommunications system.

14. Is it correct that respondents are not expected to quote and include all hardware required for a full telecommunications system as part of this RFP response?

Answer: Respondents **are not** expected to quote and include all hardware required for a full telecommunications system as part of this RFP response.

15. Does the district wish to keep their current backup hardware and software?

Answer: Yes. The district is in the process of installing a back-up server, software, and components. Server is comprised of:

Synology RackStation

Veeam B&R Enterprise, 1 VM, Tier 3

16. Will the District's existing technicians service student and employee devices?

Answer: Yes, but may require support at various times throughout the year

17. What is the budget for the scope of work?

Answer: \$425,000 for the first year

18. Is the contractor expected to triage the ticket system?

Answer: Yes during the first year as the district begins to sync with the successful respondent. The district expects that triaging of the ticket system will quickly become the responsibility of District Staff.

19. How many devices and type of devices does the district support?

Answer: See page 3-5 for estimated employee and student devices.

20. What type of E-mail does the district use?

Answer: The district is a "Google" District and uses Google E-mail

21. How many support contracts does the district have?

Answer: Unknown at this time

22. Is the respondent expected to service copiers and printers?

Answer: The district has a service contract for all copiers. Existing District employees service printers and devices. If a problem is beyond their capability, support from successful respondent will be provided as part of IT Managed Services.

ATTACHMENT A:

SYLVAN UNION SCHOOL DISTRICT PUPIL RECORDS RIDER FOR DIGITAL RECORDS STORAGE AND/OR DIGITAL EDUCATIONAL SOFTWARE CONTRACTS

Sylvan Union School District (“District”) and _____ (“Contractor”) have entered into that certain Information Technology Managed Services (“Contract”) as of _____, [EFFECTIVE DATE]. The Contract includes the digital storage, management and retrieval of pupil records and/or digital educational software through which Contractor accesses, stores and uses pupil records. This Pupil Records Rider (“Rider”), executed by the District and Contractor as of [EFFECTIVE DATE], is intended to supplement and amend the terms of the Contract, as set forth below. This Rider concerns pupil records, as that term is defined by Education Code section 49073.1 (“Pupil Records”) and/or covered information, which means personally identifiable information or materials as defined by Business and Professions Code section 22584 (“Covered Information”).

1. Pupil Records Property of District. All Pupil Records are and will continue to be the property of and under the control of the District. The parties agree that as between them, all rights, including all intellectual property rights in and to Pupil Records shall remain the exclusive property of the District, and Contractor has a limited, nonexclusive license to such Pupil Records. The Contract and Rider do not give Contractor any rights, implied or otherwise, to Pupil Records, District content, or intellectual property, except as expressly stated in the Contract and this Rider.
2. Pupil-Generated Content. Notwithstanding the provisions of section 1, pupils shall retain ownership and control of pupil-generated content, if any (as that term is defined by Education Code section 49073.1(d)(4)). Contractor shall make all pupil-generated content, if any, available to the pupil who created it and provide a process by which a pupil can transfer his or her pupil-generated content to a personal account. Within thirty (30) days of the execution of this Rider, Contractor shall provide the District with a written description of the process it will provide to pupils in compliance with this section 2.
3. Use of Information in Pupil Records. Contractor may not and will not use any Pupil Record or information in a Pupil Record for any purpose other than those required or specifically permitted by the Contract and this Rider.
4. Personally Identifiable Information. Contractor shall provide a process by which a pupil’s parent, legal guardian, or the eligible pupil can review personally identifiable information in the pupil’s records and correct erroneous information. Within thirty (30) days of the execution of this Rider, Contractor shall provide the District with a written description of the process it will provide to pupils and their parents/legal guardians in compliance with this section 4.
5. Security and Confidentiality of Pupil Records. Contractor will access, store and use Pupil Records in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor’s own data of a similar type. Without limiting the foregoing, Contractor warrants that all Pupil Records will be encrypted in transmission via web interface using SSL (Secure Socket Layer) (including via web interface) and stored at no less than 128-bit level encryption.

In addition, Contractor will use industry-standards and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under the Contract and/or this Rider.

Contractor will designate employees or agents it holds and will hold primarily responsible for meeting the Contractor's duties to securely maintain and protect Pupil Records. Contractor will ensure that the designated persons have or will receive all training and information necessary to meet the Contractor's duties to securely protect and maintain Pupil Records. The designation of employees or agents required under this section does not relieve the Contractor of any of its duties under the law or the Contract and/or this Rider, nor relieve the Contractor of any liability for any breach thereof.

6. Unauthorized Disclosure. Immediately upon becoming aware of an unauthorized disclosure of Pupil Records, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Pupil Records, Contractor will notify the District, fully investigate the incident, and cooperate fully with the District's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to parents, legal guardians, or pupils whose personally identifiable information was involved, to regulatory agencies, or to other entities, without prior written permission from the District. District may, by written request, direct Contractor to provide notice of the incident directly to parents, legal guardians or pupils whose personally identifiable information was involved, or to regulatory agencies or other entities.
7. Retention of Pupil Records. The Contractor hereby certifies that Pupil Records shall not be retained or available to the Contractor, including any subcontractors, partners, or associated entities of the Contractor, upon completion of the terms of the Contract and this Rider. Notwithstanding the foregoing, Contractor may maintain pupil-generated content (as that term is defined by Education Code section 49073.1(d)(4)), if any, upon completion of the term of the Contract and this Rider if, and only if, the parent, legal guardian, or eligible pupil chooses to establish or maintain an account with the Contractor for the purpose of storing the pupil-generated content and the Contractor receives the written permission of a pupil's parent or legal guardian to establish or maintain the pupil's account.

In furtherance of the foregoing, upon termination or expiration of the Contract and this Rider, Contractor will ensure that all Pupil Records are securely returned or destroyed as directed by the District. Transfer to the District or a third party designated by the District shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the District or its transferee, and to the extent technologically feasible, that the District will have reasonable access to Pupil Records during the transition. In the event that the District requests destruction of any Pupil Records, Contractor agrees to securely destroy all Pupil Records in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred Pupil Records. The Contractor agrees to provide documentation of data destruction to the District.

8. Family Educational Rights and Privacy Act. Contractor agrees to assist District in maintaining the privacy of Pupil Records as may be required by State and Federal law, including but not limited to the Protection of Pupil Rights Amendment (PPRA), the Children's Online Privacy Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and the Student Online Personal Information Protection Act (SOPIPA).

Contractor will provide access to Pupil Records, including deidentified information, only to its employees and subcontractors who need to access the data to fulfill Contractor obligations under the Contract and/or this Rider. Contractor will ensure that employees and subcontractors who perform work under the Contract and/or this Rider have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Rider. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract and/or this Rider for District's and its pupils' benefit, and will not share such data with or disclose it to any third party except as provided for in this Rider, required by law, or authorized in writing by the District.

If Contractor will have access to “education records” for the District’s pupils as defined under FERPA, Contractor acknowledges that, for the purposes of the Contract and/or this Rider, it will be designated as a “school official” with “legitimate educational interests” in the District education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the FERPA limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract and/or this Rider for District’s and its pupils’ benefit, and will not share such data with or disclose it to any third party except as provided for in this Rider, required by law, or authorized in writing by the District.

9. No Targeted Advertising. Contractor will not use Pupil Records for advertising or marketing purposes unless such use is specifically authorized by this Contract or otherwise authorized in writing by the District. Contractor will not use Pupil Records to engage in targeted advertising. Contractor is prohibited from mining Pupil Records for any purposes other than those agreed to by the parties.
10. Covered Information. To the extent Contractor is an operator of an Internet Web site, online service, online application, or mobile application, with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes, Contractor agrees to comply with all of the requirements of Business and Professions Code section 22584. Contractor agrees not to engage in targeted advertising as described in section 22584. Contractor agrees not to use information, including persistent unique identifiers, created or gathered by the Contractor’s site, service, or application, to amass a profile about a student except in furtherance of District’s purposes. Contractor further agrees to that it will not sell, disclose, or otherwise use Covered Information without the prior written consent of the District. Contractor will implement and maintain reasonable security procedures to protect Covered Information and fulfill all other requirements of Business and Professions Code section 22584.
11. Compliance with Law. In the event of a conflict between this Rider and the Contract, the terms of this Rider shall govern. This Rider is intended to comply with Education Code section 49073.1 and Business and Professions Code section 22584. In addition to any other penalties, if the Contract and this Rider, taken together, fail to comply with Education Code section 49073.1 and Business and Professions Code section 22584, the Contract shall be rendered void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the Contract. All parties subject to a Contract voided in accordance with this paragraph and Education Code section 49073.1 or Business and Professions Code section 22584 shall return all Pupil Records and Covered Information in their possession to the District. The term of this Rider is coextensive with the term of the Contract.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Rider, in duplicate, as of the day and year first above written.

[CONTRACTOR]

SYLVAN UNION SCHOOL DISTRICT

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT B

CONFLICT OF INTEREST CERTIFICATION

All respondents shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME _____
TITLE OF OFFICER _____
NAME OF COMPANY _____

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team members or consultants been employed by the District in the last three years? [Yes] [No] If your answer is "Yes", please provide the following information:

- | | | |
|----|-----------------------------|------------|
| a. | Full-time employee? | [Yes] [No] |
| | Part-time employee? | [Yes] [No] |
| | As-needed employee? | [Yes] [No] |
| | Consultant? | [Yes] [No] |
| | Other? Please explain below | |

Explain: _____

b. Dates of employment/employment contract/consulting contract?

c. Which department(s) did employee(s) work at the District?

d. Name of Supervisor(s)?

e. Describe job duties and responsibilities for each District position held.

f. Last date of employment?

2. Does (has) any District Board Member or District employee have (had) a business position, or serve as an Officer, Partner or Shareholder in your company? [Yes] [No] If the answer is "Yes", please provide the following information:

a. Name(s) of the Board Member(s) or employee(s)?

b. Title/position with your company?

c. If anyone is (was) District Board Member or employee, what percentage of your company's

shares does he/she own? _____

3. Are any of your former employees or consultants presently employed by the District? [Yes] [No] If the answer is "Yes", please provide the following information for each employee:

a. Name of former employee(s)?

b. Position/title with your company?

c. Please describe their duties and responsibilities for each position held at your company.

d. Dates of employment?

I declare under Penalty of Perjury, under the laws of the State of California, that the above mentioned statements are true and correct to the best of my knowledge, and this declaration was executed on:

_____, 2019; in the
Month Day

City State

Signature

Printed Name

Title