



# PERRIS UNION

## HIGH SCHOOL DISTRICT

Request for Proposals  
E-RATE Uninterruptible Power Supply/Equipment &  
Installation

RFP #011923-04

Perris Union High School District  
155 E. 4<sup>th</sup> Street, Perris, CA 92570  
(951) 943-6369

Responses to RFP due at 2:00 PM Thursday, January 19, 2023

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**\*Must be completed in their entirety, signed and returned with your proposal package.**

## **NOTICE TO PROPOSERS**

**NOTICE IS HEREBY GIVEN** that the Perris Union High School District (“District”) will receive proposals for E-RATE Uninterruptible Power Supply/Equipment & Installation (“Services”) at the PUHSD Purchasing Department, 155 E 4th St. Perris, CA 92570 no later than 2:00 p.m. on Thursday, January 19, 2023, per the Purchasing Bid Clock. It is the proposer’s responsibility to ensure its proposal is received by the Purchasing Department by the date and time specified above. Any proposal that is received by the Purchasing Department after this date and time may be deemed non-responsive and returned to the proposer unopened. Proposals shall be valid for sixty (60) days after opening date.

### **RFP #011923-04: E-RATE Uninterruptible Power Supply/Equipment & Installation**

Proposals shall be received in the office of the:

**Perris Union High School District  
Purchasing Department  
155 E. 4<sup>th</sup> Street  
Perris, CA 92570  
Attn: Sylvia Hinojosa  
Email: [sylvia.hinojosa@puhsd.org](mailto:sylvia.hinojosa@puhsd.org)**

All forms must be completed, signed, and returned with the proposal. Any award will be based on the evaluation criteria identified in the proposal documents, with price being the most heavily weighted criteria. **The District reserves the right to reject any or all proposals, to accept or reject any one or more items, or to waive any irregularities or informalities in the proposal or in the proposal process.**

**RFP DOCUMENTS:** Proposers may obtain a set of RFP Documents via the Perris USD website: <https://www.puhsd.org/blog/1460/contracting-opportunities>. All notices, clarifications, and addenda to this RFP will be distributed via the aforementioned website. The District shall not be responsible for sending individual notification of changes or updates to any respondents. It is the sole responsibility of the proposer to remain apprised of changes to this RFP.

**NO DISCRIMINATION:** The District is committed to providing equal educational, contracting and employment opportunity to all in strict compliance with all applicable State and Federal laws and regulations. The District’s programs, activities, and practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics, or association with a person or group with one or more of these actual or perceived characteristics. The District’s Human Resources Department monitors compliance with these anti-discrimination requirements and may be reached at 155 E. 4<sup>th</sup> Street, Perris, CA 92570, (951) 943- 6369. Any individual who believes s/he has been a victim of unlawful discrimination in employment, contracting, or in an educational program may file a formal complaint with the District’s Human Resources Department.

By: Sylvia Hinojosa  
Director of Purchasing  
Perris Union High  
School District  
155 E 4th St. Perris, CA 92570  
[Email: sylvia.hinojosa@puhsd.org](mailto:sylvia.hinojosa@puhsd.org)

Publication: PUHSD website  
Publication Date: December 16 & 23, 2023

## CHECK LIST FOR PROPOSERS

Please check each box before submitting your proposal.

- 1. Have you read all 54 pages of the RFP?
  
- 2. Have the following RFP documents been completed, signed and returned with the proposal and a cover letter?
  - \_\_\_\_\_ Proposal (RFP) Form
  - \_\_\_\_\_ List of References
  - \_\_\_\_\_ Certificate Regarding Workers' Compensation
  - \_\_\_\_\_ Equal Opportunity Statement
  - \_\_\_\_\_ Drug-Free Workplace Certification
  - \_\_\_\_\_ Tobacco-Free School Certification
  - \_\_\_\_\_ Suspension and Debarment Certification
  - \_\_\_\_\_ Fingerprinting Certification
  - \_\_\_\_\_ Data Privacy Addendum
  
- 3. Have you made copies of the completed proposal package so that you can submit to the District?
  
- 4. Have you made arrangements to bring or mail the proposal so that it will arrive on or before January 19, 2023, at 2:00 P.M. at the Perris Union High School District, Purchasing Department?

## **INFORMATION FOR PROPOSERS**

The Perris Union High School District (“District”) invites qualified contractors to submit responses to this Request for Proposals (“RFP”) and enter into an agreement with the District to provide E-RATE Uninterruptible Power Supply/Equipment & Installation.

**1. INTRODUCTION**

The Perris Union High School District is seeking proposals for E-RATE Uninterruptible Power Supply/Equipment & Installation (“Services & Equipment”).

**2. SCHEDULE OF EVENTS\***

<b>Event</b>	<b>Dates</b>
Publish RFP (via website, vendor registry, email)	12/16/2023 & 12/23/2023
Deadline for proposers’ Questions re RFP	1/9/2023
District Issues Responses to Proposers’ Questions	1/13/2023
Responses to the RFP Due	1/19/2023
District Issues Notice of Intent to Award	1/31/2023

\*This is a tentative schedule subject to change by the District.

**3. SECURING DOCUMENTS**

Specifications and other contract document forms will be available to prospective proposers at the aforementioned website (<https://www.puhsd.org/blog/1460/contracting-opportunities>) or in person at the Perris Union High School District, Purchasing Department 155 E. 4<sup>th</sup> Street Perris, CA 92570.

**4. NAME**

Proposers shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Proposals must be submitted under the correct name of the company and signed by an authorized representative of the contractor.

**5. PREPARATION OF RFP DOCUMENTS**

To receive consideration, all responses to this RFP shall be made in accordance with the following instructions and shall include all information requested herein. Email questions regarding this Request for Proposals to Sylvia Hinojosa at [sylvia.hinojosa@puhsd.org](mailto:sylvia.hinojosa@puhsd.org). Contractors with questions or comments about the RFP or the Project should not contact any other District representative, consultant, or employee, unless directed to do so.

The District intends to select a contractor based on the overall quality of its Proposal and not on price alone. The District reserves the right to request additional information or clarification during its evaluation process, to negotiate changes, to negotiate prices, and to accept responses to the RFP that it considers to be in the best interest of the District, or to reject any or all responses to the RFP.

Proposals shall be made upon the forms attached, and properly executed. Proposals shall be written in ink or typed before submission. Proposals are to be verified, as they cannot be corrected after they are opened. The signature of all persons signing shall be by hand. The completed forms must not contain any erasures, interlineations or corrections unless each such correction is suitably authenticated with the initials of the person signing the Proposal.

Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered. Proposals should include the following information: company name, EIN, contact name, address, phone number, e-mail address, fax and signature and date of signature of an authorized person.

Before submitting a Proposal, Proposers shall carefully examine specifications and all forms. They shall fully inform themselves as to all existing conditions and limitations, and shall ensure that unit cost and total cost is reflected in the Proposal. No allowance will be made because of lack of such examination or knowledge.

All Proposal prices must include all costs, including, but not limited to, variable costs; such as: labor, fuel, containers, and utilities.

No Proposal shall include California sales or use tax, or Federal excise tax.

Additional fuel surcharges on invoices will not be accepted, as delivery is F.O.B destination with any delivery costs to be included in Proposal pricing.

No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the price proposal.

Proposals shall be delivered to the District, Purchasing Department, or its representative, at its office on or before the day and hour set for receiving the proposals in the Notice to Proposers. Proposals shall be enclosed in a sealed envelope bearing the description of the proposal and the name of the proposer. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the Proposer unopened.

All responses to this RFP must be received by Thursday, January 19, 2023, no later than 2:00 P.M.

The following items are required to be submitted with the proposal:

- One (1) unbound copy or binder with pricing and other required documentation
- One (1) USB Flash Drive with pricing and other required documentation
- Signed RFP Form
- List of References
- Signed RFP Forms/Certifications

**6. CONFERENCE**

Intentionally Omitted.

**7. ADDENDA OR BULLETINS**

Any addenda or bulletins issued by the District during the time of proposing or forming a part of the documents issued to the proposer for the preparation of the proposal shall be covered in the proposal and shall be made a part of the contract.

**8. WITHDRAWAL**

Any proposer may withdraw their proposal, either personally or by written request, at any time prior to the scheduled time for receiving the proposals. No proposer may withdraw their proposal for a period of sixty (60) days after the proposal due date and time.

**9. AWARD OR REJECTION**

It is the intention of PUHSD to enter into a contract with one (1) experienced, professional and qualified vendor for E-RATE Uninterruptible Power Supply/Equipment & Installation districtwide; however, PUHSD has the option to award contracts to multiple vendors; whichever is in the best interest of the District. The evaluation, scoring and award decision of the District shall be final. The District reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals or in the RFP process.

**10. EXAMINATION OF CONTRACT DOCUMENTS**

Proposers shall thoroughly examine and be familiar with all RFP documents. The failure or omission of any proposer to receive or examine any contract documents, forms, instruments, addendum(a), or other documents shall in no way relieve any proposer from obligations with respect to this contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

**11. INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they may submit a written request for interpretation or clarification to the Purchasing Department by the date specified above. Any interpretation or clarification of the documents will be posted on the District's website for all to have access on the date specified above. The District will not be responsible for any other explanation or interpretation of the proposed documents.

**12. PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL**

No person, contractor or corporation shall be allowed to make or file or be interested in more than one proposal for the same items, unless alternate proposals are called for. A person, contractor or corporation submitting a sub-proposal to a proposer, or who has proposal prices on materials to a proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers. No person, contractor or corporation shall be allowed to proposal who has participated in the preparation of contract specifications; a proposal by such a person, contractor or corporation shall be determined to be nonresponsive.



**13. CONDITIONAL PROPOSAL**

The District reserves the right to reject any proposal which imposes conditions, or terms, on purchases which were not specified in the original proposal document.

**14. INTENTIONALLY OMITTED.**

**15. PRICE PROPOSAL**

The District will expect the contractor awarded the contract to agree to these prices for the duration of the Project scope as defined in this RFP. If your firm will be demanding an inflation escalator in these prices or any other change, you must specifically indicate that in detail in your response to this RFP.

**16. CONTRACT DOCUMENTS/AGREEMENT**

The successful proposer will be required to submit the CMAS contract with proposal and/or NASPO Valuepoint approval by the State Contract Administrator. The complete contract documents consist of the following: the Notice to Proposers, the Information for Proposers, and the Agreement; including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, transportation, and services necessary for the proper delivery of all items called for in the Contract Documents.

**17. TERM AND CONTRACT RENEWAL**

Pricing must remain firm for the period of April 1, 2023 thru September 30, 2024. The District reserves the right to extend the intent to purchase for an additional annual term through September 30, 2025. Vendor must continue to have a valid CMAS contract and/or continue to be a NASPO approved reseller during the term of the purchase agreement.

**18. ASSIGNMENT**

No assignment by the proposer of any contract to be entered into hereunder or any part thereof, or of funds to be received by the proposer, will be recognized by the District without the prior approval of the District.

**19. TERMINATION FOR CONVENIENCE**

The District, upon thirty (30) days written notice to proposer, may terminate the contract. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this proposal. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, the proposer shall be entitled to no further compensation or payment of any type from the District.

**20. TERMINATION FOR DEFAULT**

If the proposer refuses or fails to perform all or any part of its obligations, or fails to perform all or any part of its obligations in a timely manner, or if the proposer should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed

on account of its insolvency, or if it or any of its sub-contractors should violate any of the provisions of this contract, the District may serve written notice upon him of its intention to terminate the contract. Such notice to contain the reasons for such intention to terminate the contract. Unless such violation(s) cease and arrangements satisfactory to the District for the correction thereof have been made within ten (10) days after the serving of such notice, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

**21. ETHICS**

The District expects the proposers to maintain high ethical standards in engaging in the competitive procurement process. The proposal amount of one proposer should not be divulged to another before the award of the contract. The District may consider any proposer found to be engaging in such practices to be non-responsible and may reject its proposal.

**22. EQUAL EMPLOYMENT OPPORTUNITY**

In the execution of this contract, the successful proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The proposer shall take actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. Proposer must complete and sign the Equal Employment Opportunity Statement which must be attached.

**23. TOBACCO-FREE DISTRICT**

The District has been designated as tobacco-free. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in District vehicles. Proposers must sign the Tobacco-Free Certification form which must be attached.

**24. DRUG-FREE WORKPLACE**

The Drug-Free Workplace Certification form is required from all successful proposers pursuant to the requirements mandated by Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990. Proposer must sign the Drug-Free Workplace Certification which must be attached.

**25. FILING A PROTEST**

A proposer may protest a bid award if he/she believes that the award was inconsistent with Board policy, the RFP specifications, or was not in compliance with law. A protest must be filed in writing with the Superintendent or designee within five (5) working days after receipt of notification of intent to award the contract. The proposer shall submit all documents supporting or justifying the protest. A failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the claims and render a decision in writing within thirty (30) working days. The Superintendent or designee may also convene a meeting with the proposer in order to attempt to resolve the problem.

The proposer may appeal the Superintendent or designee's decision to the Board by providing written notice to the Superintendent no later than three (3) business days following the date of issuance of the District's written decision regarding the protest. The Superintendent or designee shall provide reasonable notice to the proposer of the time for Board consideration of the protest. The Board's decision shall be final.

**26. WORKERS' COMPENSATION INSURANCE**

The District does not furnish workers' compensation insurance for employees of proposer. It is understood that proposers' employees and agents are not District employees.

The proposer shall provide, during the life of this contract, workers' compensation insurance for all of his employees engaged in work under this contract. The proposer shall file with the District certificates of his insurance protecting workers. Failure to furnish such evidence may result in the District declaring the proposer to be non-responsive or non-responsible.

**27. LIABILITY INSURANCE**

The insurance required for this contract will be a minimum of:

Type of Coverage	Minimum Requirement
<b>Commercial General Liability</b> Including Bodily Injury, Personal Property Damage, Advertising Injury, and Medical Payments.  Each Occurrence General Aggregate	   \$1,000,000 \$2,000,000
<b>Automobile Liability Insurance – Any</b> Auto Each Occurrence General Aggregate	 \$1,000,000 \$2,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$1,000,000
<b>Cyber Insurance</b>	\$2,000,000

The proposer shall furnish proof thereof in the form of a Certificate of Insurance within thirty (30) days of the effective date of this contract. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements, shall be delivered to the District within thirty (30) days prior to the expiration of the term of any policy required herein.

Any general liability policy provided by the proposer shall contain an endorsement which applies its coverage to the District, members of the District's board of trustees, and the officers, agents, employees and volunteers of the District, individually and collectively, as additional insureds.

Certificates and insurance policies shall include the following clause:

“This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District stating the date of cancellation, reduction or adverse change respecting such insurance. The date of cancellation, reduction or adverse change may not be less than thirty (30) days after date of mailing notice.”

After receiving written notice of cancellation of insurance, proposer shall have ten (10) days to provide other policies of insurance similar to the canceled policies and acceptable insurance. If such replacement coverage is not provided, the District may immediately terminate the contract.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the proposer’s responsibility for payment of damages resulting from operations under this contract.

**28. HOLD HARMLESS**

The proposer shall hold harmless and indemnify the District and the Board of Education, its officers, agents and employees from every claim or demand that may be made by reason of:

- a) Any injury, however caused, to person or property sustained by the proposer or by any person, contractor, or corporation employed directly or indirectly by him upon or in connection with this performance under the contract.
- b) Any injury to person or property sustained by any person, contractor, or corporation, caused by any act, neglect, default, or omission of the proposer or of any person, contractor, or corporation, directly or indirectly employed by him upon or in connection with his performance under the contract.
- c) Any liability that may arise from the furnishing or use of any copyrighted or non-copyrighted composition, secret process, or patented or non-patented invention under the purchase order. The proposer, at his own expense and risk, shall defend any legal proceeding that may be brought against the District or the Board, their officers or employees, on any such claim or demand, and satisfying any judgment that may be rendered against them.

**29. METHOD OF AWARD AND EVALUATION**

The District invites qualified Companies to submit proposals related to its ability to provide services described herein. In general the Company selected as a result of this process will provide a proposal to the District to perform the scope and hereafter work cooperatively with the District Board, staff, and consultants to facilitate the timely completion of the Service. The District wishes to retain a Company that has the management and expertise to assist the District with delivering the Services within a proposed schedule. The Company will be selected based on demonstrated competence that includes relevant experience and a proven track record for cost-efficient and timely services. The “best value” method of selection will be utilized. The “best value” method includes, but is not limited to, the following selection criteria:

Description	Total Possible Points
<b>Cost of E-RATE eligible services</b>	<b>35</b>
<b>Cost of E-RATE in-eligible Services</b>	<b>5</b>

- <b>Strength of Vendor and References</b>	<b>20</b>
<b>Experience and Knowledge</b>	<b>10</b>
<b>Methodology</b>	<b>20</b>
<b>Proposal</b>	<b>10</b>
<b>Maximum Points</b>	<b>100</b>

**District’s Evaluation Process**

The District will evaluate and review all submitted documents received by the deadline.

Submittals will be reviewed for responsiveness and evaluated pursuant to established criteria. Final selection of a Company, terms and conditions of any and all agreements and authority to proceed with purchasing services, shall be at the discretion of the District.

District reserves the right to reject proposals, reject any part of a proposal, amend the RFP, and to discontinue or re-open the process at any time.

**30. CONTACT WITH GOVERNING BOARD**

Agents of any company, or any related associates, are prohibited from making any direct or indirect contact with any Board member during the proposal process on any project on which the agent intends to or has submitted a proposal. Any agent, or associate, violating this policy shall be deemed disqualified from this contract opportunity. Should such contact come to light after the contract is awarded and the entity was deemed the successful contractor, the Board reserves the right to cancel any contract awarded.

**31. PRIVACY**

The District will open and review proposals privately to assure confidentiality and to avoid disclosure of the contents to competing companies prior to and during the review and evaluation process. The District, may, upon applicable request, disclose any proposal to the extent it is a public record in accordance with California law. All information submitted is to be considered public knowledge and will be subject to the Public Records Act or any other applicable laws.

**32. GOVERNING LAW AND VENUE**

In the event of litigation, the proposal documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Riverside County.

**33. ATTORNEY’S FEES**

If suit is brought by either party to this contract to enforce any of its terms, including all component parts of the contract documents, and the District prevails in such suit, the proposer shall pay all litigation expenses incurred by the District, including attorney’s fees, court costs, expert witness fees and investigation expenses.

**34. CALIFORNIA PUBLIC RECORDS ACT (CPRA)**

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 Contractor 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 CPRA request for any of the contents of a response marked “Confidential,” “Proprietary,” or “Trade Secret,” the Contractor 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 CPRA.

### 35. SCOPE OF WORK/SPECIFICATIONS:

RFP DEADLINE DATE /TIME: Sealed proposals must be received at the Place of Submission no later than Thursday, January 19, 2023 at 2:00 p.m. (“BID DEADLINE”)

Sealed proposals shall be delivered and addressed to the Perris Union High School District, Purchasing Office, 155 E 4th, Perris, California, 92570, and shall be labeled “RFP #011923-04 - PUHSD: ERATE – PUHSD UNINTERRUPTIBLE POWER SUPPLY/EQUIPMENT & INSTALLATION”. It is the responsibility of the Proposer to see that any proposal submitted shall have sufficient time to be received by the Purchasing Office before the Submittal Deadline. The receiving time in the Purchasing Office will be the governing time for acceptability of proposals. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals must bear original signatures and figures.

Proposals received after the stated deadline of January 19, 2023 at 2:00 p.m. will not be accepted and will be considered non-responsive.

**PLEASE RESPOND ON THE FOLLOWING FORM(S), BY ENTERING YOUR PRICES FOR THE ITEMS LISTED. WHERE APPLICABLE, INDICATE ALTERNATE BRAND, MODEL, ETC. DISTRICT RESERVES THE RIGHT TO AWARD BY LOT OR ITEM. PLEASE DIRECT QUESTIONS TO THE DISTRICT REPRESENTATIVE CONTACT LISTED BELOW. DELIVERY IS PERRIS UNION HIGH SCHOOL DISTRICT 155 EAST 4TH STREET, PERRIS, CA 92570. PAYMENT TERMS NET 30 DAYS.**

**RESPONSE REQUIRED BY 2:00 PM PST ON DUE DATE TO THE EMAIL ADDRESS LISTED BELOW.**

**EMAILS MUST INCLUDE THE RFP NUMBER IN THEIR SUBJECT LINE**

DUE DATE: January 19, 2023 2:00 PM PST

CONTACT: Sylvia Hinojosa

RFP NO: 011923-04 UPS

EMAIL: [sylvia.hinojosa@puhsd.org](mailto:sylvia.hinojosa@puhsd.org)

**IMPORTANT NOTE:** PLEASE INCLUDE SUB-TOTAL, APPLICABLE DISCOUNTS, SHIPPING & HANDLING, SALES TAX AND TOTAL COST ON YOUR PROPOSAL.

PROPOSALS MUST BE AS SPECIFIED OR EQUAL. ALL EQUIVALENT OR ALTERNATE ITEMS MUST INCLUDE SPECIFICATIONS DEMONSTRATING EQUIVALENCY. THE DISTRICT RESERVES THE RIGHT TO REQUIRE SAMPLES OR WORKING DEMO EQUIPMENT ON-SITE FOR TESTING, PRIOR TO AWARD AND FINAL SELECTION OF BRAND AND/OR MODEL, BASED ON REQUIREMENTS AND INFORMATION SUPPLIED BY VENDOR. THE DISTRICT IS UNDER NO OBLIGATION TO PROCURE ANY ITEMS OR SERVICES, OR TO PROCURE ANY ITEMS OR SERVICES FROM ANY PARTICULAR SOURCE OR UPON ANY PARTICULAR BASIS. ALL SAMPLES OR DEMO UNITS WILL BE RETURNED AFTER TESTING IS COMPLETE.

### **RFP CMAS/NASPO Requirements**

For the purposes of this RFP, the term “Service Provider” and “Vendor” may be used interchangeably and have the same meaning, whether stated or not.

All Service Providers/vendors responding to the posted Form 470 are to be listed as California Multiple Awards Schedule (CMAS) and/or NASPO VALUEPOINT Service Providers. Public Contract Code (PCC) Sections 10290 et seq. and 12101.5 include approval for local government agencies to use CMAS for acquisition of information technology and non-information technology products and services.

A local government agency is any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.

FOR CMAS: In addition to the requirements outlined in this RFP, service providers may be subject to additional requirements as outlined in the CMAS Program:

<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules>

For NASPO VALUEPOINT: All proposals must be submitted by NASPO VALUEPOINT Authorized Resellers that have been approved by the State Contract Administrator.

Public Contract Code sections 10298-10299 allow the Department of General Services, Procurement Division (DGS-PD) to enter into cooperative purchasing agreements with other states. Cooperative agreements are available to all State of California governmental entities (State departments, agencies, cities, counties, school districts, universities, etc.) that expend public funds for the acquisition of both goods and services.

The DGS-PD has elected to participate in the following multi-state cooperative agreements established by other states participating in the NASPO ValuePoint Cooperative Program and other cooperative programs as specified in the link below.

<https://www.naspovaluepoint.org/participants/participant-results/?state=California>

It is the responsibility for service providers to familiarize themselves with CMAS and/or NASPO VALUEPOINT requirements.

## PROJECT SCOPE / REQUIREMENTS

Perris Union High School District (PUHSD) is seeking proposals to engage a contractor to submit proposals for the PUHSD UNINTERRUPTIBLE POWER SUPPLY/EQUIPMENT & INSTALLATION.

This project is entirely contingent upon available funding from the federal E-Rate program (Schools and Libraries Division) and PUHSD and may or may not be undertaken at its sole discretion. In addition, PUHSD will require that the awarded service provider ensure that all eligible components of the service are filed with the California Public Utilities Commission (CPUC) and are eligible for the California Teleconnect Fund (CTF) discount.

The Service Provider must be able to offer E-Rate. Proposals must include all necessary components including, but not limited to: equipment racks, digital equipment, data cabling, and associated termination equipment as required. In compliance with E-Rate regulations, all equipment included in this request will be owned and maintained by the awarded Service Provider with no option for transfer of ownership to PUHSD.

The Service Provider must include in its proposal a complete description of its billing process including (1) when billing will begin once construction starts for each circuit (the district's expectation is that the entire network will be constructed before any segment is activated, and billing for all sites initiates after all construction has occurred), and (2) the process the Service Provider will follow to put the E-Rate and California Teleconnect Fund discounts onto the district's monthly bills. If the Service Provider requires that any additional paperwork or forms are required to get E-Rate and CTF discounts, the Service Provider shall explain this process in sufficient detail to enable PUHSD to determine if this additional requirement has a material or financial impact on receiving these services or E-Rate and CTF discounts.

The District reserves the right to reject any or all proposals. The District also reserves the right to award a partial contract in the event that they deem it in the District's best interest.

### Information Requested

- a. General Information
- b. All responses shall conform to instructions provided in this RFP document
- c. No billing can take place prior to July 1, 2023 though start of work can begin as early as April 1, 2023.
- d. Vendors must submit all required documents prior to the deadline. All proposals shall be complete
- e. Vendor is responsible for all cost. No preparation cost will be reimbursed by the District
- f. Any firm submitting a proposal must be able to provide evidence that the individual or firm and its personal carry out the responsibility have expertise and experiences in all areas identified in the Service required section of this RFP. The vendor shall provide three K-12 references consisting of similar work and scope.

Request for Proposal Submission Requirements (any missing information will disqualify the vendor/provider):

1. Cover Letter of Interest
2. Table of Contents:
3. Vendor Company Data
4. Experience and Client References
5. Technical Capabilities
6. Vendor Qualifications



7. Mandatory attachment 1 Price Bid Form - Cost Proposal completely filled out
8. Transition Plan
9. Valid USAC issued SPIN Number
10. FCC “RED” Light Status
11. Signed E-rate Supplemental Terms and Conditions

**Site Location**

PUHSD Site Name	PUHSD Site Address
Network Operation Center (NOC)	155 East 4th Street Perris, CA 92570
Heritage High School (HHS)	26001 Briggs Road Menifee, CA 92585
Perris High School (PHS)	175 East Nuevo Road Perris, CA 92571
Paloma Valley High School (PVHS)	31375 Bradley Road Menifee, CA 92584
Perris Lake High School (PLHS)	418 Ellis Avenue Perris, CA 92570
Pathways for Adult Life Skills(PALS)	515 East 7th Street Perris, CA 92570
California Military Institute (CMI)	755 North A Street Perris, CA 92570
Pinacate Middle School (PMS)	1990 South A Street Perris, CA 92870

**QUESTIONS REGARDING THE RFP DOCUMENTS, SCOPE OF WORK, AND/OR SPECS OF THE PROJECT:**

All questions concerning this RFP shall be submitted in writing by email to the Director of Purchasing, Sylvia Hinojosa at [sylvia.hinojosa@puhsd.org](mailto:sylvia.hinojosa@puhsd.org) on or before Monday, January 9, 2023 at 4:00 PM. Please indicate the RFP title in the subject line. Contact with District personnel shall be made only through email; telephone calls will not be accepted. All notices, clarifications, and addenda to this RFP shall be posted on the District website at <https://www.puhsd.org/blog/1460/contracting-opportunities>. All responses will also be posted on the E-Rate EPC website: <https://portal.usac.org/suite/> The District shall not be responsible for sending individual notification of changes or updates to any respondents. It is the sole responsibility of the bidders to remain apprised of changes to this RFP as shown on the District website.

**General Requirements**

1. This solicitation is intended to provide a mechanism for the PUHSD (District) to procure hardware, software, and installation services for Uninterruptible Power Systems (UPS) for the Main Distribution Facilities (MDFs) and Intermediate Distribution Facilities (IDF) located at various schools for network equipment. PUHSD is seeking a vendor of the specific UPS components listed herein as an authorized channel partner and/or integrator, who sells, engineers, installs and supports UPS hardware and software.
2. The intent of this RFP is to define specifications for the equipment and requirements to upgrade existing UPS and associated equipment. All plans proposed shall include a project deployment plan, detailed billing and include hardware, installation, shipping, and taxes.
3. The vendor is responsible for providing installation of equipment into pre-determined and cabled locations within each school site outside the normal school hours.
4. The District has standardized on APC Schneider Electric or equal hardware at all of its existing locations. The District is willing to accept proposals from alternative manufacturers as long as they meet or exceed the current District standard. All installations shall be coordinated with designated District staff.

5. All work performed on District property must, at a minimum, conform to the referenced PUHSD MASTER SPECIFICATION FOR DATA CABLING INFRASTRUCTURE. Please see Perris UHSD website for additional details. <http://www.puhsd.org/blogs/contracting-opportunities>
6. The service cannot commence prior to a Notice to Proceed given from the District, which would be no earlier than July 1, 2023. PUHSD may give the awarded service provider Notice to Proceed before or after receipt of the Funding Commitment Decision Letter from the Schools and Libraries Division.
7. The vendor shall provide three references consisting of similar scope and work, said references for work performed for school districts in California and covered by E-Rate funding.
8. The selected Service Provider shall demonstrate, by way of its proposal and related work experience that it is ready, willing, and able to install and warranty the components described herein at the prices quoted.
9. Proposals wishing consideration should be submitted no later than the proposal deadline.
10. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.
11. In the event of questions during an E-RATE 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.
12. The E-RATE program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.
13. If awarded the Contract, the Bidder shall execute the Contract by causing its duly authorized representative to sign, and thereby bind the Bidder to, the Contract. If awarded the Contract, within seven (7) calendar days of receipt of the Notice of Award, the Bidder shall complete as applicable, execute, and submit to the DISTRICT: (i) the E-RATE Services Agreement, Payment Bond, Performance Bond, and all other Required Contract Forms; and (ii) all Certificates of Insurance and endorsements required by the Contract Documents.

### **EVALUATION**

Each proposal will be evaluated based on criteria and priorities defined by the District. The contract will be awarded based on the prospective-vendor submission that best meets the needs of the District with regard to the current technology plan, future growth, and RFP specifications contained herein, not necessarily the lowest price, though price will be a priority factor.

<b>Category</b>	<b>Points</b>
<b>Cost of E-RATE eligible services</b>	<b>35</b>
<b>Cost of E-Rate In-eligible Services</b>	<b>5</b>
<b>Strength of Vendor and References</b>	<b>20</b>
<b>Experience and Knowledge</b>	<b>10</b>
<b>Methodology</b>	<b>20</b>
<b>Proposal</b>	<b>10</b>

Proposals will first be evaluated upon the base requirements, which include, but are not limited to the following:

1. Cost of E-RATE eligible services (35 points maximum) - The District will consider and rate the explanation and detail of rates and fees.
2. Cost of E-Rate In-eligible Services. (5 Points maximum)
3. Strength of Vendor and References (20 points maximum) - The District will consider and rate the financial soundness, stability, qualifications, and depth of knowledge of the vendors' contractor staff. Also, the District will consider the acceptability of the three references presented by the vendor from customers with environments similar to PUHSD. Reference information must include company name/project, contact name, address, and telephone number.
4. Experience and Knowledge (10 points maximum) - The District will consider and rate the experience in providing, installing and maintaining like services for customers, knowledge of current state-of-the-art technology, and experience in managing projects of similar scope and nature in a regional setting and with large K-12 educational institutions. The offeror must provide a history of the company, strength and stability. Licensing information, years in providing telecommunication services. Existing customer satisfaction.
5. Methodology (20 points maximum) - The District will consider and rate the vendor's cutover plan and implementation plan.
6. Service Level (10 points maximum) - The District will consider and rate the quality of the Contractor's network connections, billing capabilities, account support team, and response time in installation, repair and restoration of service handling and resolution of billing issues/problems.

**Finally, proposals will be evaluated as to E-Rate eligibility. At a minimum:**

1. Prospective vendor shall provide proof of registration with the Schools and Libraries Division for reimbursement as a Service Provider under E-Rate guidelines.
2. If the proposed solution is not covered at 100% vendor must detail what items are covered and what costs are ineligible.

**ACCEPTANCE AND/OR REJECTION CONDITIONS**

The District reserves the right to accept or reject any and/or all proposals or sections thereof when the rejection is in the District's best interest. The District also reserves the right to award without further discussion.

The district reserves the right to reject the proposal of a prospective vendor who has previously failed to perform properly or failed to complete on-time contracts of similar nature.

The district reserves the right to reject the proposal of any prospective vendor who, in the opinion of the district, is not in a position to adequately perform the requirements of the contract.

**INDEPENDENT CONTRACTOR**

In all matters relating to this Agreement, Vendor shall be acting as an independent contractor. The employees of the Vendor and its subcontractors are not employees of the DISTRICT under the meaning or application of any federal or state unemployment insurance laws, other social security law or any worker's compensation law, industrial law, or otherwise. Vendor shall assume and pay all liabilities and perform all obligations implied by any such laws with respect to the performance of this Agreement. Vendor shall not have any right, power, or authority to create any obligation, express or implied, on behalf of the DISTRICT and shall not have any authority to represent itself as an agent of the DISTRICT.

**GOVERNING LAW**

This RFP and any subsequent Agreement shall be governed by and interpreted in accordance with the laws of the state of California.

**PROVISIONS REQUIRED BY LAW DEEMED 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 the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

## E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

### Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of the discount is based on the number of students receiving free and reduced price meals.

#### 1) E-RATE CONTINGENCY

The project herein [is/may be] contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District 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 District.

#### 2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/service-providers/step01/default.aspx>

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

d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status 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 contract termination as it could prohibit the Service Provider from providing E-rate 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](http://www.fcc.gov/debt_collection/welcome.html)

e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2023.

f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

g. Goods and services provided shall be clearly designated as “E-rate 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 SLD guidelines.

h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

i. In the event of questions during an E-rate 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 District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC <http://www.usac.org/sl/applicants/step07/invoice-check.aspx>

k. Services providers must comply with the FCC rules for Lowest Corresponding Price (“LCP”). Further details on LCP may be obtained at USAC’s website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

### 3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered 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). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

d. This offer is in full compliance with USAC’s Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. 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.

e. The Service Provider attests that its offer does not violate the FCC’s Report and Order, Notice of Proposed Rulemaking, and Order ([FCC-CIRC1911-01](#)) addressing issues of “National Security Threats to the Communications Supply Chain Through FCC Programs” which “prohibits the use of USF funds to purchase or obtain any equipment or services produced or provided by a company posing a national security threat to the integrity of communications networks or the communications supply chain.”

#### 4) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2023 funding year (July 1, 2023). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

#### EARLY FUNDING CONDITIONS

##### Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
- The Category 1 service must depend on the installation of the infrastructure.
- The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
- No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services ([DA 02-3365](#) , released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:  
<http://www.usac.org/sl/applicants/step05/installation.aspx>

##### Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility

to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#), released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

However, NO INVOICING can take place prior to July 1 of the funding year.

## 5) INVOICING

a. The Service Provider agrees to bill and receive a portion of the payment for the provision of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

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

## 6) FCC/SLD AUDITABILITY

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

## 7) procurement of additional goods and/or services/coterminous expiration

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.



I, the undersigned, as an authorized agent of \_\_\_\_\_ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

-  
*Signature:* \_\_\_\_\_ *Title:* \_\_\_\_\_

-  
*Phone Number:* \_\_\_\_\_ *Email:* \_\_\_\_\_

-  
*Service Provider Name:* \_\_\_\_\_

Attachment 1

**Perris Union High School District PRICE SHEET - E-RATE RFP #011923-04 -  
PUHSD UNINTERRUPTIBLE POWER SUPPLY/EQUIPMENT & INSTALLATION**  
Detail Pricing should list a material cost as well as a labor cost associated with each site.

<b>Site Name</b>	<b>Material</b>	<b>Labor</b>	<b>Site Total</b>
Network Operation Center (NOC)			
Heritage High School (HHS)			
Perris High School (PHS)			
Paloma Valley High School (PVHS)			
Perris Lake High School (PLHS)			
Pathways for Adult Life Skills(PALS)			
California Military Institute (CMI)			
Pinacate Middle School (PMS)			
Grand Total			

**(SAMPLE AGREEMENT)**  
**E-RATE SERVICES AGREEMENT**

This E-Rate Services Agreement (“Agreement”) is entered into as of \_\_\_\_\_, by and between the Perris Union High School District (“District”), a California public school district, and \_\_\_\_\_ (“Contractor”). In consideration of their respective rights and obligations pursuant to this E-Rate Services Agreement, the District and the Contractor agree as follows:

**Section 1. Project.** This E-Rate Services Agreement applies to the following Project:  
**RFP #011923-04 PUHSD UNINTERRUPTIBLE POWER SUPPLY/EQUIPMENT & INSTALLATION**

**Section 2. Scope of Work.** The Contractor shall furnish any and all labor, materials, equipment, tools, utilities, temporary facilities, transportation, goods and other services and things necessary for full completion of all construction and other services required in accordance with the Contract Documents for the Project (“Work”).

**Section 3. Component Parts of the Contract.** This E-Rate Services Agreement is but one component of the Contract that sets forth the complete understanding and agreement of the District and the Contractor with respect to the performance of the Work. The Contract is composed of all of the Contract Documents, as may be amended in accordance with their provisions, and each such document is hereby incorporated as an operative and effective part of the Contract. The Contract Documents shall be deemed and construed to be complementary and an integrated whole. Any requirement or provision set forth in one Contract Document, but not in one or more of the other Contract Documents, shall be interpreted as if set forth in or applicable to all Contract Documents. In the event of an inconsistency or conflict between this Agreement and the documents listed below, the inconsistency shall be resolved by giving precedence in the following order: the Agreement, Scope of Work, E-Rate Supplemental Terms and Conditions, Proposal/Response. The Contract Documents include, but are not limited to, all of the following:

- i. RFP #011923-04 PUHSD: ERATE – PUHSD UNINTERRUPTIBLE POWER SUPPLY/EQUIPMENT & INSTALLATION
- ii. Proposal/Response to RFP #011923-04 PUHSD: ERATE – PUHSD UNINTERRUPTIBLE POWER SUPPLY/EQUIPMENT & INSTALLATION
- iii. E-Rate Supplemental Terms and Conditions
- iv. Scope of Work
- v. Bill of Materials
- vi. Payment and Performance Bonds

**Section 4. Contract Time.** The purchase can commence no earlier than July 1, 2023. Purchases will not take place without the written direction of the Director of Purchasing for any or all site(s) accompanied by a signed Purchase Order. This contract is contingent upon approved funding for the 2023-24 E-Rate year and the District is under no obligation to proceed with services.

Extensions Due to Late Funding and/or Delayed Installation: Upon written notification, the District reserves the right to extend the purchase and/or installation of this project by an additional 12 month term through September 30, 2024.

**Section 5. Contract Price.** As full consideration for the full and faithful performance by the Contractor of each and all of its obligations pursuant to the Contract, the District shall pay to the Contractor the \_\_\_\_\_ total amount (“Contract Price”) of: \_\_\_\_\_. The Contract Price is subject to increase and/or decrease as provided in the Contract Documents. The District shall pay the Contract Price to the Contractor in accordance with the General Provisions.

**Section 6. Defined Terms.** Capitalized terms used, but not defined, in this E-Rate Services Agreement shall have the meanings ascribed to such terms in other of the Contract Documents.

**Section 7. Due Authority of Signatories.** Each person signing this E-Rate Services Agreement on behalf of a party (either the District or the Contractor) represents and warrants that he or she has been duly authorized by such party to sign, and thereby bind such party to, this E-Rate Services Agreement and the Contract of which this E-Rate Services Agreement is a component part.

*In witness whereof*, the District and the Contractor have executed this E-Rate Services Agreement by and through signature of their respective duly-authorized representatives, as set forth below.

**Perris Union High School District**

\_\_\_\_\_  
(District)

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**PERRIS UNION HIGH SCHOOL DISTRICT**

**E-RATE Bid #011923-04**

**PUHSD UNINTERRUPTIBLE POWER SUPPLY/EQUIPMENT & INSTALLATION**

**GENERAL**

This solicitation is intended to provide a mechanism for the PUHSD (District) to procure hardware, software, and installation services for Uninterruptible Power Systems (UPS) for the Main Distribution Facilities (MDFs) and Intermediate Distribution Facilities (IDF) located at various schools (See Appendix A – List of School Sites & Hardware) for network equipment. PUHSD is seeking a vendor of the specific UPS components listed herein as an authorized channel partner and/or integrator, who sells, engineers, installs and supports UPS hardware and software.

**SCOPE OF WORK**

The intent of this RFP is to define specifications for the equipment and requirements to upgrade existing UPS and associated equipment. All plans proposed shall include a project deployment plan, detailed billing and include hardware, installation, warranty, shipping, and taxes.

The Respondent's RFP response must include the necessary labor and other associated services to develop the following scope and deliverables.

All work performed on District property must, at a minimum, conform to the referenced **PUHSD MASTER SPECIFICATION FOR DATA CABLING INFRASTRUCTURE**. Please see Perris UHSD website for additional details. <https://www.puhsd.org/blog/1460/contracting-opportunities>

The project will be scheduled at a time that does NOT interfere with instruction (e.g., summer break, spring break, non-instructional hours, etc.). **During installation before any cut over, existing network equipment is to be still in operation.**

Service provider is responsible to obtain all necessary rights of way needed to successfully complete this project. The service provider is responsible for all pathways including related material and labor to terminate service. It is the intent of the Drawings and Specifications, which are presented in a "design-build" format, for the Contractor to design, provide and install a complete, fully operational, and tested system.

All miscellaneous system components including, but not limited to, cables, cable supports, conduits, termination equipment, punch blocks, patch panels, patch cords, device outlets, ladder runway, backboards, equipment racks, equipment cabinets, enclosures, terminal cabinets, equipment grounding, and any other related items shall be furnished and installed complete under this section, such that the system shall perform all functions listed herein in compliance with all of the specified requirements.

Schedule is paramount to the project's success. With this, the SCS Contractor will have to be a team player, continually working with the team to facilitate expeditious design, procurement, and construction processes.

This project will be performed in a phased construction format. Each phase of construction will be completely installed, labeled and tested, to the greatest extent physically possible, before moving to the next phase.

**PROJECT IMPLEMENTATION REQUIREMENTS:**

1. Vendor is required to provide, configure, mount, and install UPS hardware into existing MDF/IDF locations.
  1. All equipment and materials must be new. Used, reconditioned and refurbished equipment and materials are not acceptable.
  2. Vendor will coordinate with PUHSD staff to ensure critical equipment is protected during cutover and fully operational after cutover
    1. Cisco network switches need to have a controlled power off procedure before removing power in each MDF/IDF all network switches and servers will be moved from existing power source and plugged into the new UPS
  3. Selected Vendor will be required to walk the sites and visit all UPS install locations to verify hardware and equipment mounting needs before ordering equipment.
  4. Proposal will include 8 hours for training and knowledge transfer on UPS
  5. Vendor will connect Each UPS management card to the network.
  6. Proposal will include a CAT6 ethernet cable for each UPS, This cable will be used for connecting the UPS to the PUHSD network.
  7. Vendor will verify network connection and configuration.
  8. Vendor will provide a list of each UPS that includes:
    1. UPS name following PUHSD naming standards
    2. UPS Model Number
    3. UPS Serial Number
    4. PUHSD asset tag number (asset tag provided by PUHSD and affixed to UPS by Vendor)
    5. Network card MAC address
    6. DNS name (DNS name assignment to be provided by PUHSD)
    7. IP address (Static assignment to be provided by PUHSD)
    8. IDF/MDF name
  9. Vendor will dress and route cables neatly and use cable management secure cables
  10. Installers will be certified in the proposed equipment and install equipment according to manufacturer requirements
  11. Vendor will update PUHSD rack elevation drawings and IDF inventory sheets
  12. PUHSD will provide Site maps, existing rack elevations, standards documents, and inventory sheets to selected vendor
  
2. Removal of existing PUHSD UPS equipment (listed in section A):
  1. All existing UPS components will be removed to include UPS, Extended Battery Pack (EBP), batteries, mounting equipment, transformers and management cards
  2. Proposal shall include disposal of all the removed UPS equipment.
  
3. Vendor is required to install and configure a central UPS management system
  1. Provide licensing for management system
  2. Visibility of all installed UPS in one management console one screen for all UPS health and status

3. Management console allows updates of firmware without having to visit each device
4. Management of switched outlet groups.
5. Notification of triggers to initiate graceful shutdown of attached equipment servers and switches.
6. Proposal to include 8 hours for training and configuration review for UPS management software.
7. All UPS management will be updated with the latest Firmware and software

**GENERAL REQUIREMENTS:**

1. Vendor personnel should be uniformed in a professional manner with the Contractors logo/branding.
2. Deliver equipment (if any) to customer sites. **Please note, the district does NOT have a warehouse or storage facility.**
3. Provide the first year of maintenance and support with these minimum requirements:
  1. Keep newly installed equipment in good and operating condition during standard business office hours. These hours are from 8:00 AM to 5:00 PM on a normal working business day.
  2. All other service interruptions within twenty-four (24) hours of notification.
4. Vendor must maintain an office within 100 miles of the District office
5. Transport all power related equipment to designated site.
6. Contractor shall assume all responsibility to repair or replace fixtures and materials it damages during its work on the site, including, but not exclusively: ceiling grid and tiles, gypsum boards, etc. Contractor shall be wholly financially responsible for damages realized by BPS as a result of the Contractors' activities.
7. All items shall be quoted completely installed and functional as per specifications.
8. Final Cleanup: Upon completion of the work, the Contractor shall reconnect any utilities, equipment, system furniture panels or trim, or appliances removed in the course of work, and replace all furniture, etc., moved for the performance of the work. Debris and rubbish caused by the work shall be removed from the premises. Site will be left in a clean, neat, and orderly fashion by the end of the day.

**UNINTERRUPTIBLE POWER SUPPLY (UPS) MINIMUM REQUIREMENTS**

	APC SRT5KRMXLT-5KTF & or equivalent
Form Factor	5u Rack/tower
Power Rating	5000VA/4800 Watt
Input	NEMA L6-30P
Output	12 NEMA 5-20R 2 NEMA L6-20R 1 NEMA L6-30R
Warranty	Standard APC 3 years repair or replace (excluding battery) and 2 years for battery Extended Warranty 3 year, making 5 years

	APC SRT3000RMXLA-NC & or equivalent
Form Factor	2u Rack/tower (Must be mountable in standard 19" Telco rack)
Power Rating	3000VA/2700 Watt
Input	NEMA L5-30P

Output	8 NEMA 5-20R 1 NEMA L5-30R
Warranty	Standard APC 3 years repair or replace (excluding battery) and 2 years for battery Extended Warranty 3 year, making 5 years

	APC SRT2200RMXLA-NC & or equivalent
Form Factor	2u Rack/tower (Must be mountable in standard 19" Telco rack)
Power Rating	2200VA/1800 Watt
Input	NEMA 5-20P
Output	6 NEMA 5-20R 1 NEMA L5-20R
Warranty	Standard APC 3 years repair or replace (excluding battery) and 2 years for battery Extended Warranty 3 year, making 5 years

IDF UPS	APC SRT1500RMXLA-NC & or equivalent
Form Factor	2u Rack/tower (Must be mountable in standard 19" Telco rack)
Power Rating	1500VA / 1350W
Input	NEMA 5-15P
Output	6 NEMA 5-15R
Warranty	Standard APC 3 years repair or replace (excluding battery) and 2 years for battery Extended Warranty 3 year, making 5 years

## MINIMUM TECHNICAL REQUIREMENTS

In addition to the requirements listed above, the equipment included in the proposals needs to at least meet the following minimum requirements:

User Interface	Web (HTTP/HTTPS)
Network/Ports Connection	RJ-45 10/100 Ethernet, RJ-45 RS-485, RJ-45 Sensor Ability to replace NIC management card
Web User Interface	HTTP and HTTPS - certificate loadable
Authentication	802.1X, RADIUS, and TACACS+
SNMP	v1, v2c, and v3
Notifications	email and Text (SMTP/SMS)
Remote Monitoring	Effective remote monitoring & configuration via 3rd party tools such as Netro Omnicenter
Environmental Sensors	Yes -Temp and Humidity
Battery Parameters Type	The UPS battery system is comprised of user replaceable, hot swappable, battery modules Lead - Acid
Rack Mount	Standard 19" width containment

## MINIMUM QUANTITY REQUIREMENTS



The District has standardized on APC/ Schneider Electric or equal hardware at all of its existing locations. The District is willing to accept proposals from alternative manufacturers as long as they meet or exceed the current District standard.

Part Number & or equivalent	Description & or equivalent	Qty
SRT5KRMXLT-5KTF	APC Smart-UPS On-Line, 5kVA, Rackmount 5U, 208V, 12x 5-20R+2x L6-20R+1x L6-30R NEMA, Network Card+SmartSlot, W/ rail kit, W/ transformer 208V to 120V	18
SRT192RMBP	APC Smart-UPS SRT 192V 5kVA and 6kVA RM Battery Pack	33
SRT3000RMXLA-NC	APC Smart-UPS On-Line, 3kVA, Rackmount 2U, 120V, 8x 5-20R+1x L5-30R NEMA outlets, Network Card, Extended runtime, W/ rail kit	8
SRT96RMBP	APC Smart-UPS SRT 96V 3kVA RM Battery Pack	11
SRT2200RMXLA-NC	APC Smart-UPS On-Line, 2200VA, Rackmount 2U, 120V, 6x 5-20R+1x L5-20R NEMA outlets, Network Card, Extended runtime, W/ rail kit	20
SRT72RMBP	APC Smart-UPS SRT 72V 2.2kVA RM Battery Pack	21
SRT1500RMXLA-NC	APC Smart-UPS On-Line, 1500VA, Rackmount 2U, 120V, 6x 5-15R NEMA outlets, Network Card, Extended runtime, W/ rail kit	36
SRT48RMBP	APC Smart-UPS SRT 48V 1kVA 1.5kVA RM Battery Pack	6
AP9563	Rack PDU, Basic, 1U, 20A, 120V, (10)5-20; 5-20P	13
AP9335T	APC Temperature Sensor	81
	Service Upgrade to Factory Warranty or Existing Service Plan for APC Galaxy 3500	5 year

1. The District is seeking a proposal for UPS equipment and installation services.
2. Centralized network management software with licensing to manage all UPS equipment
3. The final timeline is subject to District and vendor discussions. A scheduling meeting will prioritize the upgrade at the sites.
4. The Vendor will provide printed equipment test reports and will coordinate with the District's IT Department to resolve any equipment hand-off issues.
5. Rack elevation as built drawings will be provided electronically in both PDF and DWG format.
6. Completion acceptance will require:
  1. Vendor will provide UPS factory test results
  2. Required installation documentation.
  3. Each site will operate for thirty (30) days without a single equipment, software, configuration, or dependent equipment failure.

#### Site Location

PUHSD Site Name	PUHSD Site Address
Network Operation Center (NOC)	155 East 4th Street Perris, CA 92570
Heritage High School (HHS)	26001 Briggs Road Menifee, CA 92585
Perris High School (PHS)	175 East Nuevo Road Perris, CA 92571
Paloma Valley High School (PVHS)	31375 Bradley Road Menifee, CA 92584
Perris Lake High School (PLHS)	418 Ellis Avenue Perris, CA 92570
Pathways for Adult Life Skills(PALS)	515 East 7th Street Perris, CA 92570

California Military Institute (CMI)	755 North A Street Perris, CA 92570
Pinacate Middle School (PMS)	1990 South A Street Perris, CA 92870

### MDF/IDF Sites and Locations

School Site	MDF/IDF	Rack Type	Part List or equivalent
NOC	MDF	Free Standing UPS	5 Year Warranty Service Only for APC Galaxy 3500
HHS	RD114/MDF	4 Post Rack & 2 Post Rack	SRT5KRMXLT-5KTF SRT192RMBP SRT192RMBP AP9335T (Temp Sensor)
HHS	RD146	4 Post Rack	SRT2200RMXLA-NC SRT72RMBP AP9563 (PDU) AP9335T (Temp Sensor)
HHS	KD117	4 Post Rack	SRT2200RMXLA-NC SRT72RMBP AP9563 (PDU) AP9335T (Temp Sensor)
HHS	K136	Slim Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
HHS	KD142	Wall Mounted Enclosure	SRT2200RMXLA-NC SRT72RMBP AP9335T (Temp Sensor)
HHS	JD101	4 Post Rack	SRT2200RMXLA-NC SRT72RMBP AP9335T (Temp Sensor)
HHS	LD122	2 Post Rack	SRT5KRMXLT-5KTF SRT192RMBP AP9335T (Temp Sensor)
HHS	LD210	4 Post Rack	SRT5KRMXLT-5KTF SRT192RMBP SRT192RMBP AP9335T (Temp Sensor)
HHS	LD220	2 Post Rack	SRT5KRMXLT-5KTF SRT192RMBP SRT192RMBP AP9335T (Temp Sensor)
HHS	WD112	4 Post Rack & 2 Post Rack	SRT5KRMXLT-5KTF SRT192RMBP SRT192RMBP AP9335T (Temp Sensor)

HHS	WD122	2 Post Rack	SRT5KRMXLT-5KTF SRT192RMBP SRT192RMBP AP9335T (Temp Sensor)
HHS	WD212	4 Post Rack & 2 Post Rack	SRT5KRMXLT-5KTF SRT192RMBP SRT192RMBP AP9335T (Temp Sensor)
HHS	WD222	4 Post Rack	SRT5KRMXLT-5KTF SRT192RMBP SRT192RMBP AP9335T (Temp Sensor)
HHS	STEM	2 Post Rack	SRT5KRMXLT-5KTF SRT192RMBP SRT192RMBP AP9335T (Temp Sensor)
HHS	Pressbox	Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
HHS	Concession Home	Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
HHS	Concession Guest	Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
HHS	AG108	2 Post Rack	SRT1500RMXLA-NC AP9335T (Temp Sensor)
PHS	MDF	2 Post Rack	SRT5KRMXLT-5KTF SRT192RMBP SRT192RMBP AP9335T (Temp Sensor)
PHS	1200	2 Post Rack	SRT5KRMXLT-5KTF SRT192RMBP SRT192RMBP AP9335T (Temp Sensor)
PHS	4100	4 Post Rack	SRT5KRMXLT-5KTF SRT192RMBP AP9335T (Temp Sensor)
PHS	4200	4 Post Rack	SRT5KRMXLT-5KTF SRT192RMBP SRT192RMBP AP9335T (Temp Sensor)
PHS	5100	2 Post Rack	SRT3000RMXLA-NC SRT96RMBP AP9563 (PDU) AP9335T (Temp Sensor)

PHS	6000	Outdoor Enclosure	SRT2200RMXLA-NC SRT72RMBP AP9563 (PDU) AP9335T (Temp Sensor)
PHS	8102	2 Post Rack	SRT5KRMXLT-5KTF SRT192RMBP SRT192RMBP AP9335T (Temp Sensor)
PHS	9204	4 Post Rack	SRT3000RMXLA-NC SRT96RMBP AP9563 (PDU) AP9335T (Temp Sensor)
PHS	Snackbar	Slim Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
PHS	Ag	Slim Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
PHS	Pressbox	Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
PHS	Kitchen Sat	Slim Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
PHS	C	4 Post Rack	SRT1500RMXLA-NC AP9335T (Temp Sensor)
PHS	Gym Office	4 Post Rack	SRT1500RMXLA-NC SRT48RMBP AP9335T (Temp Sensor)
PVHS	MDF	2 Post Rack	SRT5KRMXLT-5KTF SRT192RMBP SRT192RMBP AP9335T (Temp Sensor)
PVHS	B1	4 Post Rack	SRT2200RMXLA-NC SRT72RMBP SRT72RMBP AP9335T (Temp Sensor)
PVHS	B2	Wall Mounted Enclosure	SRT2200RMXLA-NC SRT72RMBP AP9335T (Temp Sensor)
PVHS	C	4 Post Rack	SRT2200RMXLA-NC SRT72RMBP AP9335T (Temp Sensor)
PVHS	C117	Slim Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
PVHS	D	4 Post Rack	SRT2200RMXLA-NC SRT72RMBP AP9335T (Temp Sensor)

PVHS	E	4 Post Rack	SRT5KRMXLT-5KTF SRT192RMBP SRT192RMBP AP9335T (Temp Sensor)
PVHS	R	4 Post Rack	SRT2200RMXLA-NC SRT72RMBP AP9335T (Temp Sensor)
PVHS	S	4 Post Rack	SRT2200RMXLA-NC SRT72RMBP AP9335T (Temp Sensor)
PVHS	U	4 Post Rack	SRT2200RMXLA-NC SRT72RMBP AP9335T (Temp Sensor)
PVHS	J103	Wall Mounted Enclosure	SRT2200RMXLA-NC SRT72RMBP AP9335T (Temp Sensor)
PVHS	J108	Wall Mounted Enclosure	SRT2200RMXLA-NC SRT72RMBP AP9335T (Temp Sensor)
PVHS	J Wing	4 Post Rack	SRT3000RMXLA-NC SRT96RMBP AP9563 (PDU) AP9335T (Temp Sensor)
PVHS	GYM	Slim Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
PVHS	G104	Slim Wall Mounted Enclosure	SRT1500RMXLA-NC SRT48RMBP AP9335T (Temp Sensor)
PVHS	BLRM	Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
PVHS	GLRM	Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
PVHS	Kitchens	Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
PVHS	Pressbox	Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
PVHS	Concession	Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
PLHS	MDF	2 Post Rack	SRT5KRMXLT-5KTF SRT192RMBP SRT192RMBP AP9335T (Temp Sensor)

PLHS	2	Wall Mounted Enclosure	SRT2200RMXLA-NC SRT72RMBP AP9335T (Temp Sensor)
PLHS	112	Slim Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
PLHS	13	Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
PLHS	204	Slim Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
PLHS	303	Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
PLHS	402	Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
PALS	MDF	2 Post Rack	SRT3000RMXLA-NC SRT96RMBP SRT96RMBP AP9563 (PDU) x 2 AP9335T (Temp Sensor)
PALS	103	Wall Mounted Enclosure	SRT1500RMXLA-NC SRT48RMBP AP9335T (Temp Sensor)
PALS	403	Wall Mounted Enclosure	SRT1500RMXLA-NC SRT48RMBP AP9335T (Temp Sensor)
CMI	MDF	4 Post Rack	SRT3000RMXLA-NC SRT96RMBP SRT96RMBP AP9563 (PDU) AP9335T (Temp Sensor)
CMI	MPR	Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
CMI	C	4 Post Rack	SRT2200RMXLA-NC SRT72RMBP AP9335T (Temp Sensor)
CMI	D	Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
CMI	E1	Wall Mounted Enclosure	SRT2200RMXLA-NC SRT72RMBP AP9335T (Temp Sensor)
CMI	KLMN	Outdoor Enclosure	SRT2200RMXLA-NC SRT72RMBP AP9335T (Temp Sensor)

CMI	FGHI	Outdoor Enclosure	SRT2200RMXLA-NC SRT72RMBP AP9335T (Temp Sensor)
CMI	P1	Slim Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
CMI	R9	Slim Wall Mounted Enclosure	SRT1500RMXLA-NC SRT48RMBP AP9335T (Temp Sensor)
CMI	S2	Slim Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
CMI	T1	Outdoor Enclosure	SRT1500RMXLA-NC SRT48RMBP AP9335T (Temp Sensor)
CMI	GYM	4 Post Rack	SRT1500RMXLA-NC AP9335T (Temp Sensor)
PMS	MDF	2 Post Rack	SRT3000RMXLA-NC SRT96RMBP SRT96RMBP AP9563 (PDU) x 2 AP9335T (Temp Sensor)
PMS	525	2 Post Rack	SRT2200RMXLA-NC SRT72RMBP AP9335T (Temp Sensor)
PMS	200	2 Post Rack	SRT3000RMXLA-NC SRT96RMBP AP9563 (PDU) AP9335T (Temp Sensor)
PMS	300	2 Post Rack	SRT3000RMXLA-NC SRT96RMBP AP9563 (PDU) AP9335T (Temp Sensor)
PMS	400	4 Post Rack	SRT5KRMXLT-5KTF SRT192RMBP SRT192RMBP AP9335T (Temp Sensor)
PMS	600	Slim Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
PMS	700	Slim Wall Mounted Enclosure	SRT1500RMXLA-NC AP9335T (Temp Sensor)
PMS	B15/GYM	4 Post Rack	SRT1500RMXLA-NC AP9335T (Temp Sensor)

**UPS to be Removed and Surplus**

School Site	MDF/IDF	Device Manufacturer	Device Model
HHS	RD114/MDF	TrippLite	SU5000RT4UHV BP192V12-3U/SU5000XFMRT2U BP192V12-3U/SU5000XFMRT2U
HHS	RD146	TrippLite	SU2200RTXLCD2U BP48V27-2U
HHS	KD117	TrippLite	SU2200RTXLCD2U BP48V27-2U
HHS	K136	TrippLite	SU1500RTXLCD2U
HHS	KD142	TrippLite	SU2200RTXLCD2U BP48V27-2U
HHS	JD101	TrippLite	SU2200RTXLCD2U BP48V27-2U
HHS	LD122	TrippLite	SU5000RT4UHV BP192V12-3U/SU5000XFMRT2U BP192V12-3U/SU5000XFMRT2U
HHS	LD210	TrippLite	SU6000RT4UHVPM BP192V12-3U BP192V12-3U
HHS	LD220	TrippLite	SU5000RT4UHV BP192V12-3U/SU5000XFMRT2U BP192V12-3U/SU5000XFMRT2U
HHS	WD112	TrippLite	SU6000RT4UHVPM BP192V12-3U BP192V12-3U
HHS	WD122	TrippLite	SU5000RT4UHV BP192V12-3U/SU5000XFMRT2U BP192V12-3U/SU5000XFMRT2U
HHS	WD212	TrippLite	SU5000RT4UHV BP192V12-3U/SU5000XFMRT2U BP192V12-3U/SU5000XFMRT2U
HHS	WD222	TrippLite	SU5000RT4UHV BP192V12-3U/SU5000XFMRT2U BP192V12-3U/SU5000XFMRT2U
HHS	STEM	TrippLite	SU5000RT4UHV BP192V12-3U/SU5000XFMRT2U BP192V12-3U/SU5000XFMRT2U



HHS	Pressbox	TrippLite	SU1500RTXLCD2U
HHS	Concession Home	TrippLite	SU1500RTXLCD2U
HHS	Concession Guest	TrippLite	SU1500RTXLCD2U
HHS	AG108	TrippLite	SU1500RTXLCD2U BP48V24-2U
PHS	MDF	TrippLite	SU5000RT4UHV BP192V12-3U BP192V12-3U
PHS	1200	TrippLite	SU5000RT4UHV BP192V12-3U BP192V12-3U
PHS	4100	TrippLite	SU6000RT4UHVPM SU6000XFMR2U, BP192V12-3U
PHS	4200	TrippLite	SU6000RT4UHVPM SU6000XFMR2U, BP192V12-3U SU6000XFMR2U, BP192V12-3U
PHS	6000	TrippLite	SU2200RTXLCD2U BP48V27-2US
PHS	8102	TrippLite	SU6000RT4UHVPM SU6000XFMR2U, BP192V12-3U SU6000XFMR2U, BP192V12-3U
PHS	Snackbar	TrippLite	SU1500RTXLCD2U BP48V24-2U
PHS	Ag	TrippLite	SU1500RTXLCD2U
PHS	Pressbox	TrippLite	SU1500RTXLCD2U
PHS	Kitchen Sat	TrippLite	SU1500RTXLCD2U BP48V24-2U
PVHS	MDF	TrippLite	SU6000RT4UHVPM BP192V12-3U/SU6000XFMR2U BP192V12-3U/SU6000XFMR2U
PVHS	B1	TrippLite	SU2200TRXLCD2U BP48V27-2U
PVHS	B2	TrippLite	SU2200TRXLCD2U BP48V27-2U
PVHS	C	TrippLite	SU1500RTXLCD2U BP48V24-2U
PVHS	C117	TrippLite	SU1500RTXLCD2U

PVHS	D	TrippLite	SU2200TRXLCD2U BP48V27-2U
PVHS	E	TrippLite	SU5000RT4UHV BP192V12-3U/SU5000XFMRT2U BP192V12-3U/SU5000XFMRT2U
PVHS	R	TrippLite	SU1500RTXLCD2U BP48V24-2U
PVHS	S	TrippLite	SU1500RTXLCD2U BP48V24-2U
PVHS	U	TrippLite	SU1500RTXLCD2U BP48V24-2U
PVHS	J103	TrippLite	SU1500RTXLCD2U BP48V24-2U
PVHS	J108	TrippLite	SU1500RTXLCD2U BP48V24-2U
PVHS	GYM	TrippLite	SU1500RTXLCD2U BP48V24-2U
PVHS	G104	TrippLite	SU1500RTXLCD2U BP48V24-2U
PVHS	BLRM	TrippLite	SU1500RTXLCD2U
PVHS	GLRM	TrippLite	SU1500RTXLCD2U
PVHS	Kitchens	TrippLite	SU1500RTXLCD2U
PVHS	Pressbox	TrippLite	SU1500RTXLCD2U
PVHS	Concession	TrippLite	SU1500RTXLCD2U
PLHS	MDF	TrippLite	SU2200RTXLCD2U BP48V27-2US
PLHS	2	TrippLite	SU2200RTXLCD2U BP48V27-2US
PLHS	112	TrippLite	SU1500RTXLCD2U
PLHS	13	TrippLite	SU1500RTXLCD2U BP48V24-2U
PLHS	204	TrippLite	SU2200RTXLCD2U
PLHS	303	TrippLite	SU2200RTXLCD2U
PLHS	402	TrippLite	SU2200RTXLCD2U
PALS	MDF	TrippLite	SU3000RTXL2U BP72V18-2US

PALS	103	TrippLite	SU1500RTXLCD2U BP48V24-2U
PALS	403	TrippLite	SU1500RTXLCD2U BP48V24-2U
CMI	MDF	TrippLite	SU3000RTXL2U BP72V18-2US
CMI	MPR	TrippLite	SU1500RTXLCD2U BP48V24-2U
CMI	C	TrippLite	SU2200RTXLCD2U BP48V27-2US
CMI	D	TrippLite	SU1500RTXLCD2U BP48V24-2U
CMI	E1	TrippLite	SU1500RTXLCD2U BP48V24-2U
CMI	KLMN	TrippLite	SU2200RTXLCD2U BP48V27-2US
CMI	FGHI	TrippLite	SU2200RTXLCD2U BP48V27-2US
CMI	P1	TrippLite	SU1500RTXLCD2U
CMI	R9	TrippLite	SU1500RTXLCD2U BP48V24-2U
CMI	S2	TrippLite	SU1500RTXLCD2U
CMI	T1	TrippLite	SU2200RTXLCD2U BP48V27-2US
CMI	GYM	TrippLite	SU1500RTXLCD2U
PMS	MDF	TrippLite	SU3000RTXL2U BP72V18-2U
PMS	525	TrippLite	SU2200RTXLCD2U BP48V27-2U
PMS	200	TrippLite	SU3000RTXL2U BP72V18-2U
PMS	300	TrippLite	SU3000RTXL2U BP72V18-2U
PMS	400	TrippLite	SU6000RT4UHVPM BP192V12-3U/SU6000XFMR2U BP192V12-3U/SU6000XFMR2U

PMS	600	TrippLite	SU1500RTXLCD2U BP48V24-2U
PMS	700	TrippLite	SU1500RTXLCD2U BP48V24-2U
PMS	B15/GYM	TrippLite	SU1500RTXLCD2U BP48V24-2U

**PERRIS UNION HIGH SCHOOL DISTRICT**  
**RFP #011923-04 – E-RATE Uninterruptible Power Supply/Equipment & Installation**

***NOTE: THIS RFP FORM MUST BE SUBMITTED WITH PROPOSAL***

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as proposed in accordance with the terms and conditions.

COMPANY NAME: \_\_\_\_\_

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE: (\_\_\_\_) \_\_\_\_\_

E-MAIL: \_\_\_\_\_

OTHER CONDITIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## List of References

The following information must identify persons and entities familiar with your service. Contact name must be the person on the school site with whom you did business with:

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

Address & Telephone: \_\_\_\_\_

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

Type of Service: \_\_\_\_\_

School Year Service Provided: \_\_\_\_\_

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

Address & Telephone: \_\_\_\_\_

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

Type of Service: \_\_\_\_\_

School Year Service Provided: \_\_\_\_\_

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

Address & Telephone: \_\_\_\_\_

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

Type of Service: \_\_\_\_\_

School Year Service Provided: \_\_\_\_\_

RFP #011923-04 E-RATE Uninterruptible Power Supply/Equipment & Installation  
**NON-COLLUSION AFFIDAVIT**

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer had not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has directly or indirectly colluded, conspired, connived, or agreed with any proposer of anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other 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 proposal are true; and further, that the proposer has not directly or indirectly, submitted his or her 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 depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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Signature of Corporate Office

Date

RFP #011923-04 E-RATE Uninterruptible Power Supply/Equipment & Installation  
**WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations, of ability to self-insure and to pay any compensation that may become due to employees.
3. By securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees.

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

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

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

\_\_\_\_\_  
Title

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



RFP #011923-04 E-RATE Uninterruptible Power Supply/Equipment & Installation  
**EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

“I hereby certify to the Perris Union High School District that I (if an individual) or we (if a company or corporation) do not discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin.”

\_\_\_\_\_

Signature of Authorized Representative

\_\_\_\_\_

Printed Name of Above

\_\_\_\_\_

Title

\_\_\_\_\_

Name of Company

RFP #011923-04 E-RATE Uninterruptible Power Supply/Equipment & Installation  
**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Date

RFP #011923-04 E-RATE Uninterruptible Power Supply/Equipment & Installation  
**TOBACCO-FREE SCHOOL CERTIFICATION**

The Perris Union High School District Governing Board recognizes the health hazards related to the use of tobacco and tobacco products, including the breathing of second-hand smoke and desires to provide a healthy environment for students and staff.

Therefore, the Board, in the best interests of the District, its students, and its employees, and in accordance with State and Federal laws, requires the district to be tobacco-free in all district buildings, facilities, and vehicles owned, leased or operated by the Perris Union High School District.

Tobacco-free shall mean prohibition of the use of tobacco or tobacco products on any part of school district grounds or buildings, in district vehicles, and at any time by anyone on district property. This includes tobacco use by staff, students, parents, and other individuals at any district-sponsored event or activity.

Effective November 16, 2016 per the tobacco-free school policy set forth in Board Policy Number 3513.3 of the Perris Union High School District, a copy of which is stated above and is incorporated herein by reference; contractors, subcontractors and any officers, agents and employees of either of them shall be deemed visitors to the District while on District premises. Pursuant to the terms of the Policy, the use of tobacco, or any product containing tobacco or nicotine products by any visitor on school premises is prohibited.

By signing below, the undersigned acknowledges notice of Board Policy 3513.3 and remedies set forth herein.

\_\_\_\_\_

Signature of Authorized Representative

\_\_\_\_\_

Printed Name of Above

\_\_\_\_\_

Title

\_\_\_\_\_

Name of Company

RFP #011923-04 E-RATE Uninterruptible Power Supply/Equipment & Installation  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither \_\_\_\_\_ nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the proposer/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named proposer on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ for the purposes of submission of this proposal.

(Corporate Seal) BY \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed or Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

As the awardee under this contract, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, for the purposes of award of this contract.

(Corporate Seal) BY \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed or Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

RFP #011923-04 E-RATE Uninterruptible Power Supply/Equipment & Installation  
**FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION**

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement (“Agreement”):

- Contractor’s employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor’s employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

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

District Representative’s Name and Title: \_\_\_\_\_

District Representative’s Signature: \_\_\_\_\_

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor’s services under this Agreement and Contractor certifies its compliance with these provisions as follows: *“Contractor certifies that the it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”*
- Contractor’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:
  - The installation of a physical barrier at the worksite to limit contact with pupils.
  - Continual supervision and monitoring of all Contractor’s on-site employees of Contractor by an employee of Contractor, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
  - Surveillance of Employees by District personnel.

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

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

**Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the project site and the employees of the subcontractor(s) that will be on the project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

**MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:**

**I. I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.**

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

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

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

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







