



PERRIS UNION

HIGH SCHOOL DISTRICT

Request for Proposals
E-RATE Category 2 Equipment Switches

RFP #011923-03

Perris Union High School District
155 E. 4th 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 Category 2 Equipment Switches (“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 #011923-03: E-RATE Category 2 Equipment Switches

Proposals shall be received in the office of the:

**Perris Union High School District
Purchasing Department
155 E. 4th Street
Perris, CA 92570
Attn: Sylvia Hinojosa
Email: 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. 4th 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 38 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 Category 2 Equipment Switches.

1. INTRODUCTION

The Perris Union High School District is seeking proposals for E-RATE Category 2 Equipment Switches (“Services & Equipment”).

2. SCHEDULE OF EVENTS*

Event	Dates
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. 4th 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. 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 Category 2 Equipment Switches 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
Commercial General Liability Including Bodily Injury, Personal Property Damage, Advertising Injury, and Medical Payments.	
Each	\$1,000,000
Occurrence	\$2,000,000
General	
Aggregate	
Automobile Liability Insurance – Any	
Auto Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$1,000,000
Cyber Insurance	\$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
Cost of E-RATE eligible services	35
Cost of E-RATE in-eligible Services	5
Scope of work and Specification Compliance	30
- Proposal meets or exceeds all technical requirements	

- Compatibility with existing systems	
- Ease of interoperability with existing systems	
Strength of Vendor and References	10
Experience and Knowledge	10
Proposal	10
Maximum Points	100

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:

Sealed proposals must be received at the Place of Submission no later than Thursday, January 19, 2023 at 2:00 PM (“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 #011923-03 - PUHSD: ERATE – PUHSD Category 2 Equipment Switches”. 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. SEE ADDITIONAL SUBMISSION REQUIREMENTS ON PAGE 4.

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

CONTACT: Sylvia Hinojosa

RFP NO: 011923-03 - SWITCHES

EMAIL: sylvia.hinojosa@puhsd.org

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

QUOTATIONS 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.

Signed copy to be returned with bid response.

E-rate Supplemental Terms and Conditions

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 discount is based on the numbers of students receiving free and reduced price meals.

1) E-RATE CONTINGENCY

The project herein 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

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 three (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 as public and non-confidential pursuant to §54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). 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.

4) **STARTING SERVICES/ADVANCE INSTALLATION**

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 RFQ 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.

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 (6) 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).

5) INVOICING

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the 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 and certification 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 RFQ 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 RFQ, 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: _____

Right to Reject Any and All Quotes

The Applicant reserves the right to reject any or all quotation submittals and to waive any informalities or regularities. The Service Provider's quotation submission is recognition of this right.

In addition, the Applicant reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-Rate approval.

Trade Names and Alternatives

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process or article offered by service provider is not, in opinion of the District, substantially equal or better in every respect to that specified, then service provider shall furnish material, process or article specified. Burden of proof as to equality of any material, process or article shall rest with service provider. Without such documentation, the District cannot accept the argument on functionality equivalent or better based on cost alone. Products must be compatible with existing systems. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the sealed bid packet at the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this contract.

Please note: All "or equal" components must not void and must be supported by corresponding manufacturer warranty.

District retains the right to be sole judge as to whether equivalency has been proven and whether alternatives will be accepted.

Prospective Service Providers are required to submit the following:

1. Three (3) references describing Service Provider's portfolio experience with comparable projects within a K-12 customer market
2. Service Provider's SPIN number
3. Service Provider's FCC Registration Number (FRN).
4. "Equipment list" completely filled in Failure by Service Provider to supply these documents shall be considered grounds for disqualification.
5. Service providers responding to district issued RFP 011923-03 should clearly identify E-RATE Eligible and E-RATE Ineligible equipment and pricing.

Part#	Description	Quantities	Unit price	E-Rate Eligible Y or N. If no, please provide % of eligible product
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Evaluation Criteria

The District, in compliance with Federal Communications Commission (FCC) rules, will award to the vendor(s) providing the most cost-effective service offering. Per the Sixth Report and Order, FCC 10-175, FCC rules dictate the following:

§ 54.503 (c)(2)(vii) All bids submitted for eligible products and services will be carefully considered, with price being the primary factor, and the bid selected will be for the most cost effective service offering consistent with § 54.511.

§ 54.511 Ordering Services (a) Selecting a provider of eligible services. In selecting a provider of eligible services, schools, libraries, library consortia, and consortia including any of those entities shall carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered.

Therefore, the District may consider factors other than price alone in the consideration of bids; price for E-rate eligible goods and services will be the primary factor considered.

The selection process for each section will include the following evaluation and point assignment/rating criteria for vendors:

Category	Points
Cost of E-RATE eligible services	35
Cost of E-Rate In-eligible Services	5
Scope of Work and Specification Compliance - Proposal meets or exceeds all technical requirements - Compatibility with existing systems - Ease of interoperability with existing systems	30
Strength of Vendor and References	10
Experience and Knowledge	10
Proposal	10
Total Possible Points	100

Submission Instructions

Service Provider shall provide one (1) original signed RFP Response and one (1) complete copy of their valid CMAS and/or NASPO VALUEPOINT Contract or valid web-address to all contract pages to Sylvia Hinojosa, Director of Purchasing, at sylvia.hinojosa@puhsd.org by the due date and time specified.

Question Submission:

Any questions regarding this RFP shall be submitted in writing to the contact contained herein. Email inquiries are required. The District will not respond to phone call inquiries.

All addendum/addenda, questions and answers will be posted to the district's website at <http://www.puhsd.org/blogs/contracting-opportunities> in addition to the E-RATE EPC website at <https://portal.usac.org/suite/>

Please "Follow" the Form 470 to receive all EPC updates pertaining to the Form 470.

E-mail inquiries must include the RFP number "011923-03 - PUHSD C2 Equipment Switches" in their subject line and are to be sent by Monday, January 9, 2023 at 4:00 PM to the following

Contact Person: Sylvia Hinojosa, Director of Purchasing

Response to questions/inquiries will be uploaded on **Friday, January 13, 2023** to E-RATE USAC EPC Portal and also on the school district's website.

Proposal Submission:

All offers must be submitted to the contact information below by the deadline not later than

Thursday, January 19, 2023 at 2:00 PM PST ("RFP Deadline")

PLACE FOR SUBMITTING SEALED BIDS: Sealed Bids must be submitted to the District at the following location ("Place for Submitting Sealed Bids"):

Perris Union High School District,
Purchasing: Sylvia Hinojosa, Director of Purchasing:
155 East 4th Street, 2nd floor
Perris, CA 92570

Pricing Instructions

Service Providers may provide pricing for all or any individual sections outlined below.

Order Information

District reserves the right to order quantities in any size lot or lots of quantities. 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.

PROJECT SPECIFICATIONS

Section 1: Switching

The Goal: To provide qualified vendors with the necessary information and specifications to allow them to respond with a solution that they determine best meets those requirements.

The District is seeking to purchase a network core and school site switching solution.

The proposed solution price must include a complete bill of materials, applicable sales tax, applicable shipping, and optional professional services.

The scope of the project will be as follows:

- All equipment and material should be new. Used, refurbished or repurposed equipment or material will not be acceptable.
- Replace existing Cisco 4500x model throughout the sites with Cisco C9500-48Y4C-EDU & or equivalent.
- The Contractor must provide on-site engineering support for the migration and optimization of existing switch configurations to the new switchgear. (multicast, voice, vlan, ospf routing etc.)
- The Contractor will work with the Perris Union High School District Technology Department to facilitate knowledge transfer.

School Site Switching

MINIMUM HARDWARE SPECIFICATIONS

The district is willing to accept bids from alternative manufacturers as long as they meet or exceed the current district standard. Please see the section “Trade Names and Alternatives” in this RFP for further information

SPECIFICATIONS (Total Quantity)

Part No. or equivalent	Description or equivalent	Total Qty
C9500-48Y4C-EDU & or equivalent	Cisco Catalyst 9500 48-port x 1/10/25G and 4-port40/100G , EDU	8
C9K-T1-FANTRAY & or equivalent	Catalyst 9500 Type 4 front to back cooling Fan	16
C9500-NW-A & or equivalent	C9500 Network Stack, Advantage	8
C9K-F1-SSD-240G & or equivalent	Cisco pluggable SSD storage	8
C9K-PWR-650WAC-R & or equivalent	650W AC Config 4 Power Supply front to back cooling	8
C9K-PWR-650WAC-R/2 & or equivalent	650W AC Config 4 Power Supply front to back cooling	8
CAB-9K12A-NA & or equivalent	Power Cord, 125VAC 13A NEMA 5-15 Plug North America	16
C9500-DNA48Y4C-A or equivalent	C9500 DNA Advantage, Term License	8
C9500-DNA-A-3Y & or equivalent	Cisco Catalyst 9500 DNA Advantage 3 Year License	8
PI-LFAS-T or equivalent	Prime Infrastructure Lifecycle & Assurance	24
PI-LFAS-AP-T-3Y or equivalent	PI Dev Lic for Lifecycle & Assurance Term 3Y	24

INDIVIDUAL QUANTITIES:

NOC

Part No. & or equivalent	Description & or equivalent	Total Qty
C9500-48Y4C-EDU & or equivalent	Cisco Catalyst 9500 48-port x 1/10/25G and 4-port40/100G , EDU	1
C9K-T1-FANTRAY & or equivalent	Catalyst 9500 Type 4 front to back cooling Fan	2
C9500-NW-A & or equivalent	C9500 Network Stack, Advantage	1
C9K-F1-SSD-240G & or equivalent	Cisco pluggable SSD storage	1
C9K-PWR-650WAC-R & or equivalent	650W AC Config 4 Power Supply front to back cooling	1
C9K-PWR-650WAC-R/2 & or equivalent	650W AC Config 4 Power Supply front to back cooling	1
CAB-9K12A-NA & or equivalent	Power Cord, 125VAC 13A NEMA 5-15 Plug North America	2
C9500-DNA48Y4C-A or equivalent	C9500 DNA Advantage, Term License	1
C9500-DNA-A-3Y & or equivalent	Cisco Catalyst 9500 DNA Advantage 3 Year License	1
PI-LFAS-T or equivalent	Prime Infrastructure Lifecycle & Assurance	3
PI-LFAS-AP-T-3Y or equivalent	PI Dev Lic for Lifecycle & Assurance Term 3Y	3

SCHOOL SITE A: California Military Institute

Part No. & or equivalent	Description & or equivalent	Total Qty
C9500-48Y4C-EDU & or equivalent	Cisco Catalyst 9500 48-port x 1/10/25G and 4-port40/100G , EDU	1
C9K-T1-FANTRAY & or equivalent	Catalyst 9500 Type 4 front to back cooling Fan	2
C9500-NW-A & or equivalent	C9500 Network Stack, Advantage	1
C9K-F1-SSD-240G & or equivalent	Cisco pluggable SSD storage	1
C9K-PWR-650WAC-R & or equivalent	650W AC Config 4 Power Supply front to back cooling	1
C9K-PWR-650WAC-R/2 & or equivalent	650W AC Config 4 Power Supply front to back cooling	1
CAB-9K12A-NA & or equivalent	Power Cord, 125VAC 13A NEMA 5-15 Plug North America	2
C9500-DNA48Y4C-A or equivalent	C9500 DNA Advantage, Term License	1
C9500-DNA-A-3Y & or equivalent	Cisco Catalyst 9500 DNA Advantage 3 Year License	1
PI-LFAS-T or equivalent	Prime Infrastructure Lifecycle & Assurance	3
PI-LFAS-AP-T-3Y or equivalent	PI Dev Lic for Lifecycle & Assurance Term 3Y	3

SCHOOL SITE B: Heritage High School

Part No. & or equivalent	Description & or equivalent	Total Qty
C9500-48Y4C-EDU & or equivalent	Cisco Catalyst 9500 48-port x 1/10/25G and 4-port40/100G , EDU	1
C9K-T1-FANTRAY & or equivalent	Catalyst 9500 Type 4 front to back cooling Fan	2
C9500-NW-A & or equivalent	C9500 Network Stack, Advantage	1
C9K-F1-SSD-240G & or equivalent	Cisco pluggable SSD storage	1
C9K-PWR-650WAC-R & or equivalent	650W AC Config 4 Power Supply front to back cooling	1
C9K-PWR-650WAC-R/2 & or equivalent	650W AC Config 4 Power Supply front to back cooling	1
CAB-9K12A-NA & or equivalent	Power Cord, 125VAC 13A NEMA 5-15 Plug North America	2
C9500-DNA48Y4C-A or equivalent	C9500 DNA Advantage, Term License	1
C9500-DNA-A-3Y & or equivalent	Cisco Catalyst 9500 DNA Advantage 3 Year License	1

PI-LFAS-T or equivalent	Prime Infrastructure Lifecycle & Assurance	3
PI-LFAS-AP-T-3Y or equivalent	PI Dev Lic for Lifecycle & Assurance Term 3Y	3

SCHOOL SITE C: Paloma Valley High School

Part No. & or equivalent	Description & or equivalent	Total Qty
C9500-48Y4C-EDU & or equivalent	Cisco Catalyst 9500 48-port x 1/10/25G and 4-port40/100G , EDU	1
C9K-T1-FANTRAY & or equivalent	Catalyst 9500 Type 4 front to back cooling Fan	2
C9500-NW-A & or equivalent	C9500 Network Stack, Advantage	1
C9K-F1-SSD-240G & or equivalent	Cisco pluggable SSD storage	1
C9K-PWR-650WAC-R & or equivalent	650W AC Config 4 Power Supply front to back cooling	1
C9K-PWR-650WAC-R/2 & or equivalent	650W AC Config 4 Power Supply front to back cooling	1
CAB-9K12A-NA & or equivalent	Power Cord, 125VAC 13A NEMA 5-15 Plug North America	2
C9500-DNA48Y4C-A or equivalent	C9500 DNA Advantage, Term License	1
C9500-DNA-A-3Y & or equivalent	Cisco Catalyst 9500 DNA Advantage 3 Year License	1
PI-LFAS-T or equivalent	Prime Infrastructure Lifecycle & Assurance	3
PI-LFAS-AP-T-3Y or equivalent	PI Dev Lic for Lifecycle & Assurance Term 3Y	3

SCHOOL SITE D: Perris High School

Part No. & or equivalent	Description & or equivalent	Total Qty
C9500-48Y4C-EDU & or equivalent	Cisco Catalyst 9500 48-port x 1/10/25G and 4-port40/100G , EDU	1
C9K-T1-FANTRAY & or equivalent	Catalyst 9500 Type 4 front to back cooling Fan	2
C9500-NW-A & or equivalent	C9500 Network Stack, Advantage	1
C9K-F1-SSD-240G & or equivalent	Cisco pluggable SSD storage	1
C9K-PWR-650WAC-R & or equivalent	650W AC Config 4 Power Supply front to back cooling	1
C9K-PWR-650WAC-R/2 & or equivalent	650W AC Config 4 Power Supply front to back cooling	1
CAB-9K12A-NA & or equivalent	Power Cord, 125VAC 13A NEMA 5-15 Plug North America	2
C9500-DNA48Y4C-A or equivalent	C9500 DNA Advantage, Term License	1
C9500-DNA-A-3Y & or equivalent	Cisco Catalyst 9500 DNA Advantage 3 Year License	1
PI-LFAS-T or equivalent	Prime Infrastructure Lifecycle & Assurance	3
PI-LFAS-AP-T-3Y or equivalent	PI Dev Lic for Lifecycle & Assurance Term 3Y	3

SCHOOL SITE E: Perris Lake High School

Part No. & or equivalent	Description & or equivalent	Total Qty
C9500-48Y4C-EDU & or equivalent	Cisco Catalyst 9500 48-port x 1/10/25G and 4-port40/100G , EDU	1
C9K-T1-FANTRAY & or equivalent	Catalyst 9500 Type 4 front to back cooling Fan	2
C9500-NW-A & or equivalent	C9500 Network Stack, Advantage	1
C9K-F1-SSD-240G & or equivalent	Cisco pluggable SSD storage	1
C9K-PWR-650WAC-R & or equivalent	650W AC Config 4 Power Supply front to back cooling	1
C9K-PWR-650WAC-R/2 & or equivalent	650W AC Config 4 Power Supply front to back cooling	1

CAB-9K12A-NA & or equivalent	Power Cord, 125VAC 13A NEMA 5-15 Plug North America	2
C9500-DNA48Y4C-A or equivalent	C9500 DNA Advantage, Term License	1
C9500-DNA-A-3Y & or equivalent	Cisco Catalyst 9500 DNA Advantage 3 Year License	1
PI-LFAS-T or equivalent	Prime Infrastructure Lifecycle & Assurance	3
PI-LFAS-AP-T-3Y or equivalent	PI Dev Lic for Lifecycle & Assurance Term 3Y	3

SCHOOL SITE F: Pinacate Middle School

Part No. & or equivalent	Description & or equivalent	Total Qty
C9500-48Y4C-EDU & or equivalent	Cisco Catalyst 9500 48-port x 1/10/25G and 4-port40/100G , EDU	1
C9K-T1-FANTRAY & or equivalent	Catalyst 9500 Type 4 front to back cooling Fan	2
C9500-NW-A & or equivalent	C9500 Network Stack, Advantage	1
C9K-F1-SSD-240G & or equivalent	Cisco pluggable SSD storage	1
C9K-PWR-650WAC-R & or equivalent	650W AC Config 4 Power Supply front to back cooling	1
C9K-PWR-650WAC-R/2 & or equivalent	650W AC Config 4 Power Supply front to back cooling	1
CAB-9K12A-NA & or equivalent	Power Cord, 125VAC 13A NEMA 5-15 Plug North America	2
C9500-DNA48Y4C-A or equivalent	C9500 DNA Advantage, Term License	1
C9500-DNA-A-3Y & or equivalent	Cisco Catalyst 9500 DNA Advantage 3 Year License	1
PI-LFAS-T or equivalent	Prime Infrastructure Lifecycle & Assurance	3
PI-LFAS-AP-T-3Y or equivalent	PI Dev Lic for Lifecycle & Assurance Term 3Y	3

SCHOOL SITE G: Pathways for Adult Life Skills

Part No. & or equivalent	Description & or equivalent	Total Qty
C9500-48Y4C-EDU & or equivalent	Cisco Catalyst 9500 48-port x 1/10/25G and 4-port40/100G , EDU	1
C9K-T1-FANTRAY & or equivalent	Catalyst 9500 Type 4 front to back cooling Fan	2
C9500-NW-A & or equivalent	C9500 Network Stack, Advantage	1
C9K-F1-SSD-240G & or equivalent	Cisco pluggable SSD storage	1
C9K-PWR-650WAC-R & or equivalent	650W AC Config 4 Power Supply front to back cooling	1
C9K-PWR-650WAC-R/2 & or equivalent	650W AC Config 4 Power Supply front to back cooling	1
CAB-9K12A-NA & or equivalent	Power Cord, 125VAC 13A NEMA 5-15 Plug North America	2
C9500-DNA48Y4C-A or equivalent	C9500 DNA Advantage, Term License	1
C9500-DNA-A-3Y & or equivalent	Cisco Catalyst 9500 DNA Advantage 3 Year License	1
PI-LFAS-T or equivalent	Prime Infrastructure Lifecycle & Assurance	3
PI-LFAS-AP-T-3Y or equivalent	PI Dev Lic for Lifecycle & Assurance Term 3Y	3

EQUIVALENT PRODUCTS

All approved Products/Systems, hereafter referred to as “Items”, are described and provided in “Scope of Work”, “Bill of Materials” and associated project documents. Vendors or Contractors wishing to submit Items equivalent products shall perform the following:

1. Provide specifications and cut sheets for the proposed Item

2. Provide an itemized comparison to each of the Item’s functions in comparison to the approved Item. Include in that document how the proposed Item compares to the approved Item described in this document on a line by line basis, using one of the following three criteria: “exceeds”/”matches”/ “unequal”.

SCHOOL LOCATIONS AND FURTHER INFORMATION

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

These addresses do not designate addresses for shipment of materials.

**PERRIS UNION HIGH SCHOOL DISTRICT RFP NO: 011923-03 - PUHSD Category 2
Equipment Switches**

DUE DATE: Thursday, January 19, 2023 at 2:00 PM PRICING FOR SECTION: _____

DISTRICT CONTACT: Sylvia Hinojosa, Director of Purchasing Email: sylvia.hinojosa@puhsd.org

Please provide pricing in the following format for total Qty.

QTY	UNIT	DESCRIPTION	MODEL	MANUFACTURER	UNIT COST	EXTENDED COST	E-RATE ELIGIBILITY %	TOTAL E-RATE ELIGIBLE COST	TOTAL E-RATE INELIGIBLE COST

Describe Standard Manufacturer Warranty Description and any associated costs:									
					SUB-TOTAL				
					8.75% SALES TAX				
					SHIP/ HANDLING				
					TOTAL COST				

DELIVERY TIME: _____
 PAYMENT TERMS: _____
 DATE: _____
 E-RATE SPIN #: _____
 COMPANY NAME: _____
 REPRESENTATIVE NAME: _____
 ADDRESS: _____
 PHONE NO.: _____
 EMAIL: _____

PERRIS UNION HIGH SCHOOL DISTRICT
RFP #011923-03 – E-RATE Category 2 Equipment Switches

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 #011923-03 E-RATE Category 2 Equipment Switches
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.

Signature of Corporate Office

Date

RFP #011923-03 E-RATE Category 2 Equipment Switches
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 #011923-03 E-RATE Category 2 Equipment Switches
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

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 #011923-03 E-RATE Category 2 Equipment Switches
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

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

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 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: _____

