



**Morgan Hill Unified School District
15600 Concord Circle
Morgan Hill, CA 95037**

**RACK-MOUNTED UPS & INSTALLATION
REQUEST FOR PROPOSAL #2019-200**

E-Rate Funding Year 2019 (Year 22)

**Request for Proposal Issued: January 15, 2019
Deadline for Submittal of Proposals:
February 12, 2019 4:00 p.m., PST**

Table of Contents

SUMMARY	3
SCOPE OF WORK	4
RFP QUESTIONS AND E-RATE SPECIAL CONDITIONS	5
RFP SCHEDULE	6
DUE DATE AND PROPOSAL FORMAT REQUIREMENTS	6
REQUIRED SERVICE PROVIDER INFORMATION	7
VENDOR/SERVICE PROVIDER REQUIREMENTS	8
VENDOR/SERVICE PROVIDER ACKNOWLEDGEMENTS	9
PROPOSAL EVALUATION	11
EVALUATION CRITERIA	11
TERMS AND CONDITIONS	11
APPENDIX A: DISTRICT LOCATIONS	17
APPENDIX B: RFP RESPONSE FORM	18
APPENDIX C: LETTER OF AGREEMENT	21
APPENDIX D: BIDDER'S CERTIFICATE REGARDING WORKERS' COMPENSATION	22
APPENDIX E: FINGERPRINT CERTIFICATION	23
APPENDIX F: NON-COLLUSION DECLARATION	24
APPENDIX G: SERVICE PROVIDER CONTACT INFORMATION	25
APPENDIX H: PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION	26

Request for Proposal

Notice to Responders

NOTICE IS HEREBY GIVEN that Morgan Hill Unified School District, acting by and through its Board of Education, will receive up to, but no later than **February 12, 2019** at 4:00 p.m. sealed RFP responses from qualified Responders for the award of contract for the following:

RFP #2019-200
Rack-Mounted UPS and Installation (E-rate)

Walk-through

There will be an optional walk-through of a representative sample of school sites. Meet Jim Carrillo at Morgan Hill's District Office on Tuesday, January 29, 2019. The walk-through will begin promptly at 10:00 a.m. Morgan Hill District Office is located at 15600 Concord Circle, Morgan Hill.

SUMMARY

- A. Morgan Hill Unified School District (**hereinafter referred to as "District" or "MHUSD"**) is seeking quotes for **Rack-mounted UPS & installation**. Proposals should include detailed billing and hardware, installation, shipping and taxes.
- B. District may proceed before E-rate funding is approved by E-rate program administration, USAC, and within a timeline agreed to by winning Service Provider and District.
- C. District is requiring entire project be completed by January 4, 2020. Permitted dates for site access and installation will be negotiated with District, before cabling project commences.
- D. This RFP defines specifications; material must be provided solely by a single service provider (Vendor).
- E. Prevailing Wages: The successful bidder and each of its subcontractors of any tier will be required to pay not less than the general prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract ("Prevailing Wages"). A copy of the per-diem rates of Prevailing Wages applicable to the Project is on file and available for review at the location specified above as the place for submitting bids, and a copy will be posted at the site of the Project.
- F. School Site Information: See Site List where equipment is to be installed in Appendix B. An Optional walk-through of a representative sample of sites will be held on January 29, 2019, at 10:00 a.m. Please meet Jim Carrillo at Morgan Hill Administrative Office, 15600 Concord Circle, Morgan Hill, CA 95037 for the site walk.
- G. RFPs will be opened shortly after due date and before FY2019 Form 471 submission deadline (March 27, 2019). There will be no public RFP response opening. Results to be posted on District website <https://goo.gl/84C7ne>.

SCOPE OF WORK

- A. District is soliciting quotes for **Rack-mounted UPS equipment at 13 school sites, including installation**, as described in this Scope of Work and in Appendix B.
- B. Rack mounted UPS to be provided by Cyberpower and American Power Conversion, respectively, or equivalent. Quantities of each are specified in Appendix B.
- C. All equipment and material should be new. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in solicitation.
- D. Quantities, equipment and services being sought, as outlined in Appendix B of this RFP are best estimates for rack-mounted UPS equipment needed.
- E. Quotations must be as specified or equal. All equivalent or alternate items must include specifications demonstrating equivalency, or product(s) will not be considered. 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. 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.
- F. District reserves the right to retain all RFP responses and to use any response ideas regardless of whether proposal is selected. Submission of a proposal indicates acceptance by Responder of conditions contained in this request for proposal, unless clearly stated and specifically noted in proposal submitted and in the contract between the District and Responder selected.
- G. Proposals may be withdrawn by the proposer prior to the time fixed for the opening of RFPs but may not be withdrawn after the date set for submittal of proposals. The successful proposer(s) shall not be relieved of the proposal submitted without the District's consent or proposer's recourse to Public Contract Code Sections 5100, et seq. This is a Public Works PREVAILING WAGE JOB.
- H. This RFP defines specifications; material must be provided solely by a single service provider (Vendor) and warranted for at least one year.
- I. RFPs will be opened shortly after due date and before FY2019 Form 471 submission deadline (March 27, 2019 at 8:59 p.m. PST). There will be no public RFP response opening. Results will be posted on District website within ten (10) business days after RFP due date and will be posted at <https://goo.gl/84C7ne>.
- J. The project requires the following work to be done:
 - Removal of existing UPS equipment from the cabinet;
 - Install new UPS;
 - Install District-provided patch cables with blue Cat 6 cables;
 - Arrange **all new patch cables** in a manner as to provide a neat, professional appearance; and
 - Dispose of replaced UPS.

Installation Requirements

- Selected vendor must be able to meet onsite with MHUSD IT staff to complete a schedule and scope of work before installations can begin.
- Vendor will coordinate with MHUSD to schedule cabinet replacements to minimize impact on network users.
- MHUSD will coordinate with vendor to schedule delivery and installation.
- Vendors may be required to pick up devices from MHUSD Fixed Assets warehouse for delivery to school locations if required.
- Vendor will remove and dispose of all packaging and miscellaneous materials left over from any part of the project and place all trash in an identified on-site dumpster or taken by the vendor to an off-site location. MHUSD personnel will not dispose of any packing materials.
- All additional cables, connectors, screws, labor, miscellaneous plug parts, ladders, etc. needed to properly install the new cabinets and ensure the existing networking gear is reinstalled in the new cabinets and in 100% working order shall be provided by vendor.
- Any costs not outlined in vendor proposed budget that may be required for successful completion of installation of cabinets and equipment are assumed to be provided by vendor and at no cost to MHUSD.

RFP QUESTIONS AND E-RATE SPECIAL CONDITIONS

- A. All questions regarding this RFP should be directed to Bev Agron, agronb@mhusd.org with subject: “**RFP# 2019-200 Rack-mounted UPS and Installation**”.
- B. Questions must be submitted no later than **January 31, 2019**, 4:00 p.m., PST. Questions will be responded to by **February 4, 2019** and will be posted on District website and USAC system portal. February 4 will be final issuance of any Addenda for this RFP.
- C. Prices to remain firm through SLD approval, execution, and duration of proposed contract. Any price decrease for this service shall be passed on to District and documented with new price sheet sent to District Technology Services Office, 15600 Concord Circle, Morgan Hill, CA 95037
- D. This RFP and associated E-Rate Form 470 will be posted on USAC E-Rate system portal and can be viewed via USAC website: <https://data.usac.org/publicreports/Forms/Form470Rfp/Index> and District website: <https://goo.gl/84C7ne>. Any additions, corrections, or Frequently Asked Questions will be addressed in the form of addenda posted to the same. It is prospective proposer’s responsibility to check USAC website for any RFP updates, Q & A or Addenda. Go to <http://www.usac.org/sl/> for instructions on viewing Form 470s and related documents.
- E. District reserves the right to change quantities ordered and/or modify part numbers ordered to current models, as applicable.

RFP SCHEDULE

Solicit RFP Responses	January 15, 2019
Site Walk-through (Optional)	January 29, 2019 at 10:00 a.m., PST
RFP question deadline	January 31, 2019
RFP question response	February 4, 2019
RFP closing	February 12, 2019 4:00 p.m., PST (no public RFP response opening)
Service Provider Award	Before 471 filing date: March 27, 2019, at 8:59 p.m., PST.
Purchase Orders	Contingent on E-Rate award and District funding

DUE DATE AND PROPOSAL FORMAT REQUIREMENTS

- A. **One (1) signed** original proposal and **three (3) hard copies** of the proposal (**four copies total**), **and one** digital copy (PDF format on USB flash drive preferred) must be submitted by Respondents in a sealed envelope, clearly marked “**RFP #2019-200 Rack-Mounted UPS & Installation**” and delivered to **Morgan Hill Unified School District, Administrative Office, Attn: Jim Carrillo, 15600 Concord Circle, Morgan Hill, CA 95037** for date and time stamping **at or before 4:00 p.m., February 12, 2019**. Faxed or emailed RFP responses will not be accepted. A **supplemental** soft copy of proposal documents may be sent via email as an attachment, in lieu of including a USB flash drive with the RFP response, but the **hard copy requirements described above must be followed.**
- B. All RFPs must be received and time/date stamped by the above due date and time. Sole responsibility rests with RFP responders to ensure their RFP responses are received on time at the stated location. Any RFP responses received after due date and time will be returned unopened to responder. No exceptions will be allowed.
- C. RFP responses must be in 8 ½ x 11-inch format and total RFP response materials, including sample contract, should not exceed 40 pages in total. All prices or notations must be typed or written in ink. Proposals written with pencil will not be accepted. The proposal submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of person or persons signing the proposal.
- D. **RFP RESPONSE FORMS:** The following documentation must be completed and submitted in response to **RFP #2019-200:**
1. Appendix B: RFP Response Form
 2. Appendix C: Letter of Agreement
 3. Appendix D: Responder’s Certificate regarding Workers Compensation
 4. Appendix E: Fingerprint Certification
 5. Appendix F: Non-Collusion Declaration
 6. Appendix G: Service Provider Contact Information
 7. Appendix H: Prevailing Wage and related Labor Requirements Certification

- E. ALL COSTS INCLUDED: All costs, as defined in RFP Response Form (Appendix B), must be included in Respondent's proposal. These specifications are meant to outline District's functional requirements and are not meant to be an exhaustive list of services required to accomplish these requirements.
- F. Respondents must identify and include in RFP responses any and all E-Rate eligible and ineligible costs. If services or equipment are only partially eligible for YR 2019 E-Rate funding, RFP respondents must identify percentage eligibility of each line item for E-Rate Funding Year 2019-20. Ineligible line items and associated costs must be clearly identified. **The total cost of eligible items must be clearly listed and summarized within RFP response; ineligible costs and line items must be listed and priced separately from eligible items in E-Rate Funding Year 2019.**
- G. The following documentation is required in RFP Proposal Responses:
1. Address all requirements as specified in RFP Proposal Format Requirements above.
 2. **RFP responders shall list pricing for all requested options in Appendix B (RFP Response Form) or may supply a cost proposal form of their own with detailed line items. Either Appendix B or the applicant pricing form must accompany the RFP response.**
 3. Quote on each item separately.
 4. Prices should be stated based on quantities/units specified on Appendix B (RFP Response Form).
 5. Show applicable discounts separately, if applicable.
 6. Each proposal shall conform and be responsive to District RFP specifications. Proposals shall include complete specifications and rates for all items requested.
 7. The agreement resulting from this RFP may be required to be approved by the District's Governing Board. No minimum amount of work is guaranteed.
 8. The District reserves the right to reject any and all RFP responses for any reason whatsoever. The District may waive informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other RFP responses. The issuance of this RFP and receipt of responses does not commit the District to award a contract. The District expressly reserves the right to postpone RFP response opening for its own convenience, to accept or reject any or all responses (in whole or portions) received to this RFP, to negotiate with more than one responder concurrently, or to cancel all or part of this RFP.
 9. MHUSD reserves the right, in its sole discretion, to determine the criteria and process whereby RFPs are evaluated and awarded.

REQUIRED SERVICE PROVIDER INFORMATION

- A. Responder should indicate length of time business has provided equipment to E-Rate applicants.
- B. Provide at least three (3) references of similar size and scope, preferably school districts, with the following information:
 - Client name
 - Contact name, email and telephone number
 - Date of contract
 - Equipment/service installed

VENDOR/SERVICE PROVIDER REQUIREMENTS

RFP respondents must meet or exceed minimum qualification requirements.

All submitted proposals must provide all requested information in proposal document. **Any portion not included will be cause for elimination from the quote process.** The information should be organized as indicated in the proposal requirements. The District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the RFP. All information submitted is to be considered public knowledge and will be subject to The Public Records Act or any other applicable laws.

- A. Service Providers are required to be in full compliance with all current requirements and future requirements issued by USAC/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 at <http://www.usac.org/sl/>.
- C. Service Providers are responsible for providing a **valid Federal Communications Commission (FCC) Registration Number (FRN)** at the time RFP response is submitted. More information about obtaining an FRN may be found at this web <https://apps.fcc.gov/>
- D. Service Providers are responsible for providing **evidence of FCC Green Light Status** at the time proposal is submitted. Any potential RFP proposer found to be in Red Light Status will be disqualified from participation in the RFP proposal process and will be considered non-responsive. Information about FCC Red and Green Light Status may be found at <https://apps.fcc.gov/>.
- E. Products and services must be delivered before billing can commence. At no time, may Service Provider invoice before July 1 of the funding year.
- F. Goods and services provided shall be clearly designated as “E-Rate Eligible”. Ineligible goods and services shall be clearly called out as 100% ineligible or shall be cost allocated to show the percentage of eligible costs per SLD guidelines.

- G. Within one (1) week of award, awarded Service Provider must provide District a bill of materials using a completed USAC “**Bulk Upload Template**” (formerly known as “Item 21”), https://www.usac.org/sl/applicants/step03/form-471.aspx/#bulk_upload_templates. Subsequent schedules of values and invoices for each site must match Bulk Upload Template or subsequent service substitutions. A summary sheet must also be provided to indicate the cumulative dollar amount for all sites and associated costs.
- H. In the event of questions during an E-Rate pre-commitment review, post-commitment review and/or audit inquiry, awarded Service Provider is expected to reply within three (3) days to questions associated with its proposal.

VENDOR/SERVICE PROVIDER ACKNOWLEDGEMENTS

- A. Service Provider acknowledges that no change in products and/or services specified in this document will be allowed without prior written approval from District and USAC service substitution approval, with the exception of Global Service Substitutions.
- B. Service Provider acknowledges its offer is the Lowest Corresponding Price (LCP) pursuant to Code of Federal Regulations (C.F.R.) § 54.511(b). Should it not be the LCP, Service Provider must disclose conditions leading to the applicant being charged in excess of the LCP. Further details regarding LCP may be obtained at USAC's website: <http://www.usac.org/sl>.
- C. This offer is in full compliance with USAC's Free Services Advisory. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. Service Provider agrees to provide substantiating documentation to support this assertion should applicant, USAC, or the FCC request it.
- D. E-Rate Equipment labeling: Service provider must label all equipment as “E-Rate” and each item must be marked with an identifying E-Rate Funding Request Number (E-Rate FRN #).
- E. Invoicing: The District intends to use the BEAR process (Form 472). The maximum percentage District will be liable for is the pre-discount amount minus the funded amount as requested on FCC Form 471 Cost Calculation Section for applicable service and any identified ineligible costs. Upon successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, District shall pay only the discounted amount beginning with the billing cycle immediately following said approval.
- F. 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 RFP shall be delivered no earlier than the start of the 2019 funding year (July 1, 2019). 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 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.

I) 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 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).

- G. FCC/SLD Auditability: The E-Rate program requires 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.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the Vendor/Service Provider Requirements and Acknowledgements above, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ Title: _____

Printed Name:

Phone Number: _____ Email: _____

Service Provider Name: _____

PROPOSAL EVALUATION

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included and properly completed. Vendors may also provide any and all recommendations for consideration such as installation, maintenance, support and design relevant to the total solution of the District’s technology needs. The successful RFP respondent will be chosen based upon best value.

EVALUATION CRITERIA

Factor	Weight
Cost of eligible goods and services including shipping, taxes, including unit prices, labor rates, travel/trip charges, etc.	45%
Prior experience with District	10%
Local vendor with local staff and repair personnel based within 75-mile radius of District Office, 15600 Concord Circle, Morgan Hill, CA 95037	15%
Client references and/or citations from prior installations where equivalent services were provided for projects of similar size and complexity	15%
Accuracy, completeness, and responsiveness to RFP requirements	15%

TERMS AND CONDITIONS

1. TAXES AND INSURANCE: All insurance that may be required shall be included in all RFP response quotations. The District is not exempt from California state sales and use taxes. The District is exempt from paying Federal Excise Taxes. California sales tax shall be included in RFP response quotations as a separate line item.
2. SIGNATURE: The proposal must be signed in the name of the RFP responder and must bear the wet signature in longhand of the person or persons duly authorized to sign the proposal. In case a proposal is submitted by a corporation, it must be signed in the name of such corporation by a duly authorized officer or agent thereof.
3. MODIFICATIONS: Changes in or additions to the proposal form, alternative proposals, or any modifications of the proposal form which is not specifically called for in the contract

documents may result in the District's rejection of the proposal as not being responsive to the invitation to proposal. No oral or telephonic (facsimile machine, FAX, inclusive) modifications of any proposal submitted will be considered.

4. EXAMINATION OF CONTRACT DOCUMENTS: RFP respondents shall thoroughly examine and be familiar with the Drawings and Specifications. The failure or omission of any respondent to receive or examine any contract documents, forms, instruments, addenda or other documents or to visit the site and acquaint himself with existing conditions there shall in no way relieve any respondent from obligations with respect to his proposal or the contract. The submission of a proposal shall be taken as "Prima Facie" evidence of compliance with this section.
5. ERROR IN PROPOSAL: Any claim by respondent of error in his proposal must be made before proposals are opened, or the claim shall be deemed waived. Any respondent may withdraw his proposal at any time between hour of proposal submittal and RFP response deadline.
6. WITHDRAWAL OF PROPOSAL: Any respondent may withdraw his proposal by written request. All proposals received by the District shall remain subject to acceptance for a period of ninety (90) calendar days after the date of the proposal opening.
7. AWARD OF CONTRACT LIMITATION: No proposal will be accepted from or contract awarded to any party or firm in arrears to the District, or who is a defaulter as surety, contractor or otherwise.
8. EVIDENCE OF RESPONSIBILITY: Upon District request, a respondent whose proposal is under consideration for the award of Contract shall submit promptly to the District satisfactory evidence showing the respondent's financial resources, his experience and organization available for the performance of the contract.
9. ACCEPTANCE OR REJECTION OF PROPOSALS: The Board of Education reserves the right to reject any and all proposals, or any or all items of any proposal, or waive any irregularity of any proposal.
10. THE CONTRACT: The respondent to whom the award is made shall be required to enter into a written contract with the District. These RFP specifications and respondent's proposal will be attached to, and become a part of, the final contract documents.
11. PREVAILING LAW: In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations or rules, then the latter shall prevail.
12. FEDERAL OR STATE REGULATIONS: The RFP Respondent's proposal and any contract entered into are subject to all applicable statutes of the United States and the State of California and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract.
13. ASSIGNMENT PROHIBITED. No contract awarded under this proposal shall be assigned without the approval of the MHUSD Board of Education.
14. PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS. The Bidder shall save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by the District, or by any of its officers or agents of items to be supplied by the Proposer.
15. DELIVERY. All items shall be delivered in quantities specified in the contract F.O.B. to each of the schools as defined in Appendix B. Deliveries in advance of time specified in contract shall not be accepted unless Respondent has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Respondent delivers an item which does not conform to the Specifications, the District may, at its option, annul and set

aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Respondent, as described in this paragraph, shall be paid by the Respondent or his surety.

16. **INSPECTION OF ITEMS FURNISHED.** All items furnished shall be subject to inspection and rejection by the District for defects or non-compliance with the specifications. The cost of inspection on deliveries or offers for delivery which do not meet specifications may be deducted from the contract price.
17. **BRANDS.** When a particular brand or brand and model number are named in connection with any item, it is named as a standard of quality and utility only. A Responder may submit a proposal to furnish an item other than that named, but item(s) offered by Responder must state in the RFP Response Form the brand with its model number, if any, that will be furnished. All equivalent or alternative items must include specifications demonstrating equivalency, or product(s) will not be considered. District shall be the sole judge of whether an offered item is equivalent of named item. If Responder fails to write in brand and model number of items to be furnished, it is understood Responder will furnish item named by District as the standard of quality and utility.
18. **SAMPLES.** Where Responder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If proposal submitted is for any other brand or make than that so named, a sample thereof must be furnished, if requested, or the proposal on the item will not be considered. The sample submitted shall be the exact item the Responder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.
19. **INABILITY TO PERFORM.** In the event Respondent is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an act of God, which is not the fault of the Respondent, the Respondent shall not be required to deliver or perform, subject to the following requirements:
 - a. Respondent shall send written notice to the District of the Respondent's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The Respondent shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by the District or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
 - b. District may cancel the contract or purchase order, entirely or in part.
 - c. Respondent shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by District of a new purchase order or other written instruction.
20. **WARRANTY-PRODUCT.** Seller warrants that all articles furnished shall be free from all defects of material and workmanship, that all articles shall be fit and sufficient for the purposes intended, and shall save, keep, bear harmless and fully indemnify the District and any of its officers, employees or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise from Buyers normal use.
21. **EQUAL OPPORTUNITY EMPLOYMENT.** RFP Respondent, in submitting his proposal certifies they are an Equal Opportunity Employer, and certifies they are in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.

22. **NONDISCRIMINATION CLAUSE (OCP-1).** During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee of applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.9 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in chapter 5 Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
23. **GOVERNING LAW AND VENUE:** In the event of litigation, the RFP 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 Santa Clara County.
24. **CONTACT WITH BOARD OF EDUCATION:** No business entity, including any agent of such entity, shall directly or indirectly contact any board member immediately before or during the RFP process of any project on which the business entity intends to or has submitted an RFP response. Any RFP respondent violating this policy shall be deemed disqualified from the RFP process. Should such contact come to light after RFP is awarded, and entity was deemed the successful Respondent, Board reserves the right to cancel any contract awarded.
25. **ARBITRATION:** All claims of \$375,000 or less which arise between RFP Respondent and the District shall be subject to the settlement and arbitration provisions set forth in the public Contract Code Sections 20104 through 20104.8, which provisions are incorporated hereby by this reference.
26. **E-RATE PARTICIPATION:** The District is participating in the Federal Universal Service Discount Program for Schools and Libraries (E-Rate), offered by the Federal Communications Commission (FCC), via the Schools and Libraries Division (SLD). The proposal and contract negotiated implementing this proposal, are conditional and subject to full E-Rate funding by the SLD. The District reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.
27. **RIGHT TO TERMINATE:** District reserves the right to terminate this Request for Proposal and all documents associated with the Request for Proposal, including but not limited to a Letter of Intent, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The District shall not be responsible for any costs to Respondent/Contractor prior to termination.
28. **PUBLIC WORKS CONTRACTOR REGISTRATION REQUIREMENTS (SB 854):** Public works, in general, means construction, alteration, demolition, installation, or repair work done under contract and paid in whole or in part out of public funds. All contractors and subcontractors in the State of CA are required to meet minimum qualifications and register (and annually

renew) online. Details concerning these requirements, found in Labor Code Section 1773.3, applies to all public works projects. Go to <https://www.dir.ca.gov> for details on SB 854 program requirements.

29. RFP PROTEST. Any RFP award protest by any RFP Responder must be submitted in writing to **Morgan Hill Unified School District, Administrative Office, 15600 Concord Circle, Morgan Hill, CA 95037** before 4:00 p.m. (per District clock) of the third (3rd) business day following proposal award.
- A. Protest must contain a complete statement of any and all basis for protest.
 - B. Protest must refer to specific portions of all documents that form basis of the protest.
 - C. Party filing the protest must have actually submitted an RFP Response.
 - D. An RFP respondent may not rely on the RFP protest submitted by another RFP respondent but must timely pursue his or her own protest.
 - E. Protest must include name, address and telephone number of person(s) representing protesting party.
 - F. Party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other RFP proposers who appear to have a reasonable prospect of receiving an award, depending upon outcome of protest.
 - G. RFP respondent whose RFP proposal has been protested may submit a written response to the protest. Such response shall be submitted to District no later than 4:00 p.m., no later than three (3) working days after the deadline for submission of RFP award protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to protesting RFP respondent and to all other respondents who appear to have a reasonable prospect of receiving and award, depending upon the outcome of the protest.
 - H. The procedure and time limits set forth in this paragraph are mandatory and are each respondent's sole and exclusive remedy, in the event of RFP award protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the RFP award protest, including filing a Government Code Claim or legal proceedings.
 - I. A "business day", for purposes of this section, means a weekday during which the District's office is open and conducting business.
30. INSURANCE (for services/work performed on District Property):

CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder. With respect to the performance of work under this Agreement, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as described below:

Workers compensation insurance with statutory limits as required by the Labor Code or the State of California. Said policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT";

Commercial or Comprehensive General Liability insurance covering bodily injury; and

Property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 combined single limit for each occurrence;

Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Automobile physical damage coverage no less than \$1,000,000.

Contractor shall carry general aggregate liability policy of no less than \$2,000,000.

Each said comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

- Morgan Hill Unified School District, its officers and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.
- This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

INSURANCE POLICY LIMITS:

General Liability	Each Occurrence	\$2,000,000
General Aggregate		\$4,000,000
Automobile Liability – Any Auto (If not included in CGL)	Combined Single Limit	\$1,000,000
Workers Compensation	Statutory limits pursuant to State law	\$1mil/\$mil/\$1mil

APPENDIX A: DISTRICT LOCATIONS

No.	School or Site Name	Address	City	Zip
1	Morgan Hill Unified District Office	15600 Concord Circle	Morgan Hill	95037
2	Barrett Elementary School	895 Barrett Avenue	Morgan Hill	95037
3	Ana Sobrato High School	401 Burnett Avenue	Morgan Hill	95037
4	Britton Middle School	80 W. Central Avenue	Morgan Hill	95037
5	Central Continuation High School	85 Tilton Avenue	Morgan Hill	95037
6	Morgan Hill Adult School/Migrant Office	17960 Monterey Road	Morgan Hill	95037
7	El Toro Elementary School	455 E. Main Ave.	Morgan Hill	95037
8	Jackson Academy	2700 Fountain Oaks Dr	Morgan Hill	95037
9	Live Oak High School	1505 E. Main Ave.	Morgan Hill	95037
10	Nordstrom Elementary School	1425 E. Dunne Ave.	Morgan Hill	95037
11	Paradise Valley Elementary	14000 La Crosse Dr.	Morgan Hill	95037
12	San Martin Elementary	100 North St.	San Martin	93046
13	PA Walsh Elementary	353 W. Main Ave.	Morgan Hill	95037
14	Transportation	105 Edes St.	Morgan Hill	95037
15	Los Paseos Elementary	121 Avenida Grande	San Jose	95139
16	Martin Murphy Middle School	141 Avenida Espana	San Jose	95139

APPENDIX B: RFP RESPONSE FORM

**RFP RESPONSE FORM
Rack-Mounted UPS & Installation RFP #2019-200
Funding Year 2019**

TO THE HONORABLE:

Governing Board of Morgan Hill Unified School District, Morgan Hill, California, hereinafter referred to as MHUSD or Owner:

LADIES/GENTLEMEN:

The undersigned hereby proposes and agrees to furnish any and all required materials, equipment, transportation and services for RFP #2019-200 RACK-MOUNTED UPS & INSTALLATION for Morgan Hill Unified School District in strict conformity with Drawings, Project Manual, and other documents on file at **MHUSD, Administrative Office, 15600 Concord Circle, Morgan Hill, CA 95037.**

NOTE: Vendors must identify and include in their proposal any and all E-Rate eligible and ineligible costs, including equipment, hardware, software, licensing, etc. Ineligible costs should be clearly identified.

The undersigned acknowledges that MHUSD is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and contract negotiated implementing this proposal, are conditional and subject to full E-Rate funding by the SLD. The Morgan Hill Unified School District reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.

Sites where equipment is to be installed (13 total)

No.	School or Site Name	Address	City	Zip
1	Barrett Elementary School	895 Barrett Avenue	Morgan Hill	95037
2	Ana Sobrato High School	401 Burnett Avenue	Morgan Hill	95037
3	Britton Middle School	80 W. Central Avenue	Morgan Hill	95037
4	Central Continuation High School	85 Tilton Avenue	Morgan Hill	95037
5	El Toro Elementary School	455 E. Main Ave.	Morgan Hill	95037
6	Jackson Academy	2700 Fountain Oaks Dr	Morgan Hill	95037
7	Live Oak High School	1505 E. Main Ave.	Morgan Hill	95037
8	Nordstrom Elementary School	1425 E. Dunne Ave.	Morgan Hill	95037
9	Paradise Valley Elementary	14000 La Crosse Dr.	Morgan Hill	95037
10	San Martin Elementary	100 North St.	San Martin	93046
11	PA Walsh Elementary	353 W. Main Ave.	Morgan Hill	95037
12	Los Paseos Elementary	121 Avenida Grande	San Jose	95139
13	Martin Murphy Middle School	141 Avenida Espana	San Jose	95139

Any other location within "Morgan Hill Unified School District" area designated by District.

Category 2 Equipment List for MHUSD.

Manufacturer Name or equivalent	Model #/Part # (or equivalent)	List price per unit on this worksheet	Total Units for all 13 locations	Total Cost for all locations	E-rate Eligible Percentage (% product is eligible for E-rate)
CyberPower or equivalent	SMX1500RMUS		104		
American Power Conversion or equivalent	AP9631		104		
<i>Subtotal</i>					
<i>Sales Taxes</i>					
<i>Installation & Other Costs</i>					
Grand Total for all 13 sites					

Quantities needed per Location:

	Manufacturer:	CyberPower or equivalent	American Power Conversion or equivalent
	Model #/Part # (or equivalent):	SMX1500RMUS	AP9631
	School	Quantities	Quantities
1	Live Oak High	18	18
2	Ann Sobrato High	9	9
3	Central Continuation High	8	8
4	Martin Murphy Middle	6	6
5	Lewsi H. Britton Middle	9	9
6	Nordstrom Elem	7	7
7	P.A. Walsh Elem	10	10
8	El Toro Elem	7	7
9	Los Paseos Elem	7	7
10	Jackson Academy of Math & Music	4	4
11	Paradise Valley Elem	6	6
12	San Martin/ Gwinn Elem	8	8
13	Barrett Elem	5	5

The undersigned, upon written notice of the acceptance of RFP within ninety (90) calendar days after date of opening of the RFPs, hereby agrees to sign said Contract and furnish the necessary bonds and insurance certificates within ten (10) days after Notice of Award of said Contract. Necessary bonds would be Performance and Payment Bonds (two separate bonds) and they would be required after award. The costs of said bonds do not need to be included in this RFP response.

The undersigned has checked carefully all of the above figures and understands that the Governing Board of Morgan Hill Unified School District will not be responsible for any errors or omissions on the part of the undersigned in responding to this RFP.

The undersigned acknowledges that the Governing Board of Morgan Hill Unified School District reserves the right to reject any and all RFPs and/or waive any irregularities or informalities in the RFP.

Signature_____

Date_____

Name_____

Title_____

Company_____

APPENDIX C: LETTER OF AGREEMENT



**Morgan Hill Unified School District
Letter of Agreement**

(Name of Company)

Pursuant to the terms of Morgan Hill Unified School District’s RFP for Rack-Mounted UPS and Installation (E-Rate), (Company/Vendor) _____’s response to **RFP #2019-200** dated(mm/dd/yyyy)_____,
(Company/Vendor)_____ will provide and furnish any and all required material, equipment, transportation and services per **RFP #2019-200** effective the date of issuance of Morgan Hill Unified School District’s District Purchase Order(s).

(Company/Vendor) _____ and Morgan Hill Unified School District acknowledge this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and Morgan Hill Unified School District for E-Rate Year 2019 (Year 22), and Morgan Hill Unified School District Board of Education approval.

The Morgan Hill Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the RFP, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of cancellation and/or termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The Morgan Hill Unified School District shall not be responsible for any costs to Service Provider/Vendor prior to cancellation and/or termination of said RFP.

Morgan Hill Unified School District

(Company/Vendor name)

Authorized Representative Signature

Authorized Representative Signature

Authorized Signatory’s Name
District Chief Business Official
Title

Authorized Signatory’s Name
Title

Date: _____

Date _____

Address: _____

Address: _____

APPENDIX D: BIDDER'S CERTIFICATE REGARDING WORKERS' COMPENSATION

**Morgan Hill Unified School District
RFP #2019-200
E-RATE FY 2019 (YR 22)
Rack-Mounted UPS & Installation RFP #2019-200**

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:

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

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Signature_____

Date_____

Name_____

Title_____

Company_____

(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.)

APPENDIX E: FINGERPRINT CERTIFICATION

Rack-Mounted UPS & Installation RFP #2019-200

Responder Certification

I, _____, am an authorized representative of/doing _____ business as _____ (Name of Responder/consultant)_____, and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all its employees who may have contact with District pupils or unsupervised access to any District campus of the Morgan Hill Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).

Failure to comply with these terms or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement.

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

Executed this _____ day of _____, 20_____, in _____ County, California.

Name of Responder/Consultant (please print)

Name/Title of Authorized Representative (printed)

(Signature)

APPENDIX F: NON-COLLUSION DECLARATION

**Morgan Hill Unified School District
Rack-Mounted UPS & Installation RFP #2019-200
E-RATE YR 2019 (YR22)**

State of California}
County of Santa Clara}

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

Date

Signed at (Place)

RFP Responder Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

APPENDIX G: SERVICE PROVIDER CONTACT INFORMATION

**Morgan Hill Unified School District
E-RATE FY 2019
Rack-Mounted UPS & Installation RFP #2019-200**

RFP Responder must provide the following information:

Person authorized to negotiate and sign the terms and conditions of any agreement between responder and Morgan Hill Unified School District.

Name: _____

Title: _____

Company: _____

Address: _____

City, State, Zip code: _____

Phone: _____

Fax: _____

Email: _____

APPENDIX H:

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between Morgan Hill Unified School
District (“District”) and _____ . (“Contractor” or “Bidder”) (“Contract” or
“Project”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____