

**Victor Valley Union High School District**

16350 Mojave Drive · Victorville, CA 92395

Phone · (760) 955-3200 Fax · (760) 245-3128

**RFP 22-UPS**

**UPS Replacement E-rate YR  
2022 (YR 25)**

**PROPOSAL DUE DATE**

RFPs must be submitted by  
**January 21, 2022**

**SUBMIT RESPONSE TO**

VICTOR VALLEY UNION HIGH SCHOOL DISTRICT

TechEd Department

16350 Mojave Drive

Victorville, CA 92395

Phone: (760) 955-3200

## Notice to Responders

**NOTICE IS HEREBY GIVEN** that Victor Valley Union High School District, acting by and through its Board of Education, hereinafter referred to as “the District” will receive up to, but no later than **January 21, 2022 at 3:00 p.m.** sealed RFPs from qualified Responders for the award of contracts for the following:

### **RFP 22-UPS Replacement E-rate NON MANDATORY walkthrough**

There will be a NON MANDATORY walk-through of the school sites on **January 6, 2022**. The walk-through will start promptly at **9:00 a.m.** Please meet at the Lakeview Leadership Academy Admin Office, 12484 Tamarisk, Victorville, CA 92395.

## Questions

All questions regarding this RFP are due on or before **January 10, 2022 at 5:00 p.m.** via email to: [erate@vvuhd.org](mailto:erate@vvuhd.org) with the subject line of “RFP 22-UPS questions”. Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be posted on our website and the USAC EPC portal on **January 14, 2022 at or before 5:00 p.m.** It is the responsibility of the prospective Responder to check the website <https://www.vvuhd.org/departments/business-services-division/teched-department/e-rate> and/or the USAC EPC portal for updates or addenda.

## Due Date

**RFPs are due at the District office for time and date stamping at or before 3:00 p.m., January 21, 2022.** One original proposal, two copies, and one digital copy (PDF format: flash drive preferred) of the RFP must be submitted in a sealed envelope, clearly marked RFP 22-UPS to Victor Valley Union High School District, TechEd Department, 16350 Mojave Drive, Victorville, CA 92395. Please allow at least 2 days for delivery of USPS Priority and Express Mail. All RFPs must be received, and time/date stamped in the **TechEd office (Building 2)** by the above due date and time. Sole responsibility rests with the Responder to see that their RFPs are received on time at the stated location. Any RFPs received after due date and time will be returned unopened to the Responder. No exceptions will be allowed.

Faxed or emailed RFPs will not be accepted.

All Responders must conform and be responsive to this RFP, and all other documents comprising of the documents must be enclosed.

The RFP will be posted to the District website under <https://www.vvuhd.org/departments/business-services-division/teched-department/e-rate>. Any additions or corrections will be addressed in the form of addenda posted to the same location on the website and in addition to USAC’s EPC portal.

The District reserves the right to reject any and all RFPs for any reason whatsoever. The District may waive informalities or irregularities in RFPs received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial

to other RFPs. 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 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. Decisions to award contract(s) as a result of this RFP are final and without appeal.

Victor Valley Union High School District reserves the right, in its sole discretion, to determine the criteria and process whereby RFPs are evaluated and awarded. The District reserves the right to award by line item.

The following documentation is required in the RFP Submittal:

1. Address all items in the RFP Scope of Work
2. Address all items in the RFP Proposal Format
3. Signed copies of addendums if applicable
4. Cost Proposal
5. Completed and signed Submittal pages

## **Purpose**

The Victor Valley Union High School District is soliciting quotes for replacement of UPS infrastructure (removal/disposal of old UPS equipment, procurement/installation/configuration of new UPS equipment) at 8 school sites indicated on the List of Sites. The project consists of replacing existing campus UPS equipment at the Schools with modern Lithium-Ion UPS's and supplying all termination equipment/connectors for a complete project for the listed sites. Configuration of SNMP management NIC's as well as monitoring software shall be included.

The District's expectation is that the entire project will be completed by August 1, 2023. Work will NOT be permitted when school is in session. Permitted dates for site access and installation are as follows:

July 1 - July 30, 2022,

December 19, 2022 - December 30, 2022

March 20, 2022 - March 24, 2022

June 5, 2022 – August 1, 2022.

The District understands that there may be some flexibility with the proposed timeline due to unforeseen circumstances.

The District reserves the right to retain all of the RFPs and to use any ideas in an RFP regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the Responder of the conditions contained in this request for RFPs unless clearly stated and specifically noted in the proposal submitted and in the contract between the District and the Responder selected.

Proposals may be withdrawn by the proposer prior to the time fixed for the opening of RFPs, but may not be withdrawn for a period of thirty (30) days 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.

**Compliance with Laws**

The successful firm(s) shall comply with all applicable federal, state, and local statutes, rules, regulations, and codes.

## RFP Schedule

December 13, 2021	RFP Released - Posted
January 6, 2022	Walkthrough 9:00 AM
January 10, 2022	Question Deadline, 5:00 PM
January 14, 2022	Questions Responses Posted, 5:00 PM
January 21, 2022	RFP Closing - RFP Due 3:00 PM
RFP/Bid opening	Date of closing (no public bid opening)
RFP/Bid Selection	Before 471 filing date (approximately March 25, 2022)
Purchase Orders	Contingent on E-RATE Award and District approval

There will be a non mandatory walkthrough of the school sites on January 6, 2022. The walk-through will start promptly at 9:00 a.m. All bidders must attend the walk. Please meet at the Lakeview Leadership Academy Admin Office, 12484 Tamarisk, Victorville, CA 92395.

## Scope of Work

The Victor Valley Union High School District is soliciting quotes for replacement of UPS infrastructure (removal/disposal of old UPS equipment, procurement/installation/configuration of new UPS equipment) at 8 school sites indicated on the List of Sites. The project consists of replacing existing campus UPS equipment at the Schools with modern Lithium-Ion UPS's and supplying all termination equipment/connectors for a complete project for the listed sites.

## Required work

- Removal and disposal of existing UPS equipment in specified locations.
- Procurement, installation, and configuration of new UPS equipment in specified locations.
- Installation (where required) and configuration of SNMP management NICs.
- Configuration of SNMP management NICs and centralized network monitoring software. (District currently utilizes PRTG for network monitoring - PRTG may be utilized for management of UPS's as well.)
- Adherence to industry standards and best practices.
- District personnel will facilitate switchover of connected technology to new UPS equipment

## Site Accessibility and Work Hours

Work is expected during business hours on **non-school** days however, the District is willing to work with the contractor on minor schedule modifications should certain weekend and early start or after hour dates be needed to meet project timelines. The proposed project schedule should reflect this.

## Patch Cables

All patch cables (CAT6A) required for connection of SNMP network cards to campus network shall be supplied. Patch cable color will be determined by the District.

## **Completion Date**

The District is requiring that the entire project be completed by **August 1, 2023**. There will be no extensions.

## **Requirements for UPS Infrastructure**

This section defines specifications for UPS Infrastructure for the Victor Valley Union High School District. A list of school sites is attached.

1. All plans proposed should include detailed billing **by school site**.
2. Prices to remain firm through SLD approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the Victor Valley Union High School District and documented with a new price sheet sent to the District Office.
3. All equipment/services costs must be new and included and identified separately.
4. Manufacturer must warranty all parts and equipment for a minimum of 5 years.
5. Vendor must be a certified reseller/contractor of parts and equipment.
6. Vendor must maintain an office within 60 miles of the District office.
7. Vendor must certify that their equipment is neither manufactured by, nor contains any components from, either Huawei, ZTE or any other organization identified under the Supply Chain Order.
8. The bidding contractor must provide evidence of insurance with a minimum of a million in coverage with the bid.
9. The bidding contractor must provide bonds: The bid bond with the RFP response package. Payment and performance bonds 1 week prior to the commencement of the project
10. Bidding Contractor must provide a 2-year workmanship warranty for this installation from the date of substantial completion.
11. Additional Information, Bidders may attach additional pertinent information they deem important to the selection, implementation, and overall success of the project.

## **Contingency**

**Allow for 10% contingency included in the build cost.**

## **Abatement**

1. All removal and disposal of the old UPS's and other related materials is the responsibility of the Service Provider

## **Completion**

Each school installation will be considered complete after the following have been accomplished:

- i. All system testing has been completed
- ii. Installer assures that the entire system is in working order
- iii. All UPS's and materials being replaced have been removed and disposed of
- iv. All new UPS systems have been installed and are running with IDF devices connected
- v. All UPS's have been network connected and are managed in centralized, network-accessible UPS management software
- vi. Centralized network accessible management software has been installed, configured, and is actively monitoring all new UPS's
- vii. All marked-up, project record documents have been returned to the District
- viii. All unused customer material has been returned to the District
- ix. The District has successfully completed acceptance testing of the equipment
- x. The District's Technology Department has inspected and accepted the installation in writing

### **Service Provider Minimum Requirements**

1. Contractor must be a manufacturer certified installer and provide a minimum 5 year manufacturer warranty. Bidder must include a current certificate of authorization with bid response
2. Must have a current and in good standing, California C-10, or C-7 contractor's license
3. Must have completed at least 3 projects of equal size and scope for public entities within the past 3 years. Reference information of these projects shall be submitted with bid and include (as a minimum):
  - i. District Name; Address; Contact Name and Title and Telephone Number and Email address. Projects must include similar work at the same or higher system performance levels
4. Contractor must have internal manpower to efficiently start large scale projects within 2 weeks from the date identified on the Notice to Proceed per site unless extended in advance with prior written District approval

### **Responder Service Provider Information**

1. Length of time business has provided this type of service.
2. Responder Service Level Agreement (SLA) for your proposal.
3. Indicate any options available.
4. Please show applicable discounts separately, if applicable.
5. An implementation timeline proposal starting July 1, 2022.
6. Indicate how charges will be incurred as services are implemented.
7. Responders must include 3 reference sites using your service 3 years or more.

References from a School, Library or a County Office of Education in California are preferred.

- Job Location
- Contact name and telephone number
- Date of contract
- Project Description
- Equipment/Service Installed



## **E-RATE SUPPLEMENTAL TERMS AND CONDITIONS**

Signed copy to be returned with bid response.

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

### **1) E-RATE CONTINGENCY**

The project herein is 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:  
<https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website:  
<https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website:  
[http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html)

- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2022.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- k. Service providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <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). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. 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. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.
- e. The Service Provider attests that its offer does not violate the FCC's REPORT AND ORDER, FURTHER NOTICE OF PROPOSED RULEMAKING, AND ORDER in the matter of "Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs" (FCC 19-121, adopted November 22, 2019, released November 26, 2019) and provisions contained in the Order and any subsequent Orders related to the FNPRM referenced in FCC 19-121. FCC 19-121 can be viewed at <https://docs.fcc.gov/public/attachments/FCC-19-121A1.pdf>
- f. 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 – Category 1 Services**


The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2022 funding year (July 1, 2022). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

#### **EARLY FUNDING CONDITIONS**

##### **Category 1**

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

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

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


The complete text can be found at the following URL:

<http://www.usac.org/sl/applicants/step05/installation.aspx>

## **Category 2**

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

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

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

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

## **5) INVOICING**

- a. The Service Provider agrees to bill and receive a portion of the payment for the 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, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

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

**6) FCC/SLD AUDITABILITY**

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

**7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION**

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

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

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

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

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

## **Proposal Format**

Each proposal shall be submitted on forms supplied by District. Each proposal shall conform and be responsive to District specification. Responder shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form.

All submitted proposals must provide at a minimum, all requested information in the 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.

Proposals shall include the following as a minimum:

1. Responder Service Provider Information
2. Letter of Agreement
3. Cost Proposals
4. Addendums
5. Completed and signed Submittal pages

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 in the proper order and properly completed. Responders may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

## **Selection**

Upon receipt of proposals, the District's staff will review each Responder's response to the RFP.

## **Evaluation Panel**

Our evaluation team will include a group of experts with knowledge of the scope of services requested.

## **Evaluation Criteria**

The Victor Valley Union High School District reserves the right to select the firm that best meets the needs of the District, based on the criteria set forth herein. The District reserves the right to waive minor irregularities in the RFP and in the proposals submitted in response to the RFP.

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 in the proper order and properly completed. Responders may also provide any

and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

Proposals will be evaluated on the following:

- Responder cost, including unit prices, labor rates, travel/trip charges, etc.
- Extent of experience with the district
- Client references and/or citations from prior installations where equal services have been provided for projects of similar size and complexities
- Quote preparation, thoroughness, and responsiveness to the RFP requirement
- Similar (equal) products clearly and visibly identified as part of the responders solution to the project.

### **Bid Evaluation**

<b>Selection Criteria</b>	<b>Criteria Weight*</b>
Eligible Cost	30
Ineligible Cost	5
Prior experience with District	25
Service Provider meets District's minimum requirements	15
Personnel Qualifications	15
References	5
Completeness of Response	5
	<b>100</b>

The successful responder will be chosen based upon the bid matrix. The district reserves the right to reject any or all bids.

### **Contract**

The contract awarded as a result of this solicitation shall be a fixed price contract for which the offered price will include all labor, material, equipment, services, software, hardware, travel, shipping, and price administrative cost, associated with providing the products and services listed herein and offered by proposer.

### **Contract Type**

Depending on the dollar amount of the award(s), the contract(s) resulting from this RFP may be required to be approved by the District's Governing Board. No minimum amount of work is guaranteed.

## **Contract Format**

It is mutually agreed by and between District and Responder that the District's acceptance of Responder's proposal, upon approval by the Governing Board, shall create a contract between the parties thereto. District and Responder with whom District chooses to contract if any, shall execute a Contract Signature page based on the RFP, the response and the attached Letter of Agreement. The Contract will, by default, incorporate all requirements, terms and conditions contained in the RFP. In the event of any conflict between this RFP and the Contract Signature Page, the terms of the RFP will take precedence, unless otherwise specifically stated in a written amendment. District will not enter into any separate Contract of Agreement with Responder except as specifically stated herein.

## **Terms and Conditions**

### Compliance with Laws

This contract shall be in accordance with the laws in the State of California. All RFPs shall comply with the current federal, state, local and other laws relative thereto.

### Insurance Requirements & Indemnity

Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.



### Fingerprinting

Education Code section 45125.1 applies to this Agreement. Responder will certify that, pursuant to Education Code Section 45125.1, Responder will have conducted the required criminal background check of all its employees who may have contact with District pupils or unsupervised access to any District campus and shall certify that none of those employees 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).

Upon verification from the DOJ that those persons fingerprinted have no record of a serious or violent felony,

Responder will so certify by signing and submitting to the Governing Board of District the certification form attached.

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

### Attorney Fees

In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

### Governing Law and Venue

In the event of litigation, the RFP 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 Sacramento County.

### RFP Acceptance or Rejection

This RFP does not commit the District to award a contract, to pay any cost incurred in the preparation of this RFP or to procure contract for services or supplies. The District reserves the right to accept or reject any or all RFPs received in response to this request, to negotiate terms that will be in the best interest of the District, or cancel in whole or in part this RFP. All submitted RFPs and information included therein shall become public records upon delivery to the District. All firms submitting a RFP should note that the execution of any contract would be contingent upon governing Board Approval.

### Term/Extension

Pursuant to Education Code, Sections 17596 and 81644, it is the intent of the District to award a single term contract for the specified service. If this is a multi-term contract and assuming funds are appropriated to support continuation of services for succeeding fiscal periods, the original contract may be renewed annually for a total time of contract not to exceed five (5) consecutive fiscal years.

### Board Contact

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 a RFP. Any Responder violating this policy shall be deemed disqualified from the RFP process. Should such contact come to light after the RFP is awarded and the entity was deemed the successful Responder, the Board reserves the right to cancel any contract awarded, in which case, the Responder shall be liable for any damage incurred by the District. The Board shall exercise its best judgment for the benefit of the District in making a decision whether to proceed or not, depending on all of the facts and circumstances.

#### Termination of Contracts/Purchase Orders

The District reserves the right to terminate all purchase orders or contracts with due cause by giving a ten (10) calendar day written notice or may terminate without cause by giving a thirty (30) calendar day written notice. Due cause for termination of contract shall include, but not be limited to, failure to provide services required within a reasonable time period, and/or for reasons of unsatisfactory service. Purchase orders or contracts which extend into a subsequent fiscal year will automatically terminate if the District does not appropriate funds for the goods and/or services under the purchase order or contract.

#### Patents, Etc.

The Responder shall hold the District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this RFP.

#### Failure to Fulfill Contract

When any Responder shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said Responder, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Responder, as above stated, shall be a liability against such Responder and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful Responder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Responder provided satisfactory proof is furnished to the Board or Education, if requested.

#### Contract Exclusive

The provisions of the contract shall in no way prohibit the District from making purchases from another supplier for the same services as herein listed.

#### Proprietary Information

There can be no portions of the submitted quote to be treated as proprietary and confidential information even if they are marked as such. Due to the California Public Records Act all information submitted is to be considered open for public review.

#### Conflict of Interest

The successful Responder shall affirm that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interest of the Responder and services under this Agreement. The successful Responder agrees to advise Owner of any actual or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement.

#### Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part, 85, Sections 85, 105 and 85.110 The applicant certifies that it and its principles:

Are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of the certification; and

Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this.

#### BID Protest

A Responder may file a protest against the award of the Contract to any other Responder by following District bid protest procedures. The protest must be in writing, filed within three (3) business days after RFP award notification, and must set forth all grounds for the protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Further, the failure to comply with these protest requirements will constitute a waiver of the right to challenge and forever bar the Responder from challenging, whether before the District or any administrative or judicial tribunal, any particular RFP(s), the RFP process or any ground not set forth in the protest. The District will provide a written response within 30 working days to any timely RFP protest.

#### 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 Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and the 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.

### E-Rate Spin

Each vendor providing services to the District as part of the E-Rate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Division can be reached online at: <http://www.usac.org/sl>

### 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 Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its model number, if any, which he will furnish. The District shall be the sole judge

of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and model number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.

### Samples

Where the Bidder 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 the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.

### Delivery

All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees 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 Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.

### Public Works Contractor Registration Certification

If the bids for this Project are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial

Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

**VICTOR VALLEY UNION HIGH SCHOOL DISTRICT**  
**E-RATE YEAR 25 (2022/2023)**  
**UPS Replacement**

**Preference for Materials and Substitutions**

The District seeks to remove, dispose of, and replace its current UPS equipment in most MDF/IDF locations throughout the District. We will only accept UPS systems that utilize Lithium-Ion batteries. The District will consider all manufacturer equivalents, providing the criteria as indicated above has been met. Removal and disposal of UPS’s being replaced must be included.

Below is a sample of the major equipment components required for this project. The Manufacturer Part Numbers below are to be used as reference. Any additional items required to complete this project must be included in the Bid.

**\*SKU’s SYBT5 (Battery module) and SYPM4KP (Power module) are included as they’re required to use SKU SYAF16KRMT, which was ordered on a previous E-Rate project without these required components. The purchase of these battery and power modules will bring the SYAF16KRMT UPS’s to an operational state.**

**\*Quote all materials as specified or equivalent.**

**List of District Sites Included in Scope of Work**

<b>Victor Valley Union High School District</b>					
<b>School Name</b>	<b>Address</b>	<b>City</b>	<b>ST</b>	<b>ZIP</b>	<b>Telephone</b>
Silverado HS	14048 Cobalt Rd	Victorville	CA	92392	760-955-3353
Adelanto HS	15620 Joshua Road	Victorville	CA	92301	760-246-3909
Victor Valley HS	16500 Mojave Drive	Victorville	CA	92395	760-955-3300
Cobalt Institute of M&S	14045 Topaz Road	Victorville	CA	92395	760-955-2530
University Preparatory	13853 Seneca Road	Victorville	CA	92395	760-243-5940
Hook Junior HS	15000 Hook Blvd	Victorville	CA	92395	760-955-3360
Lakeview Leadership Academy	12484 Tamarisk Road	Victorville	CA	92395	760-955-3400
Goodwill Education Center	16350 Mojave Drive	Victorville	CA	92395	760-955-3440

Any other location within the Victorville Area designated by the District

**List of District Sites and IDF/MDF locations Included in Scope of Work**

UPS Qty	IDF	Manufacturer	MFG SKU	MFG Description
Adelanto (AHS)				
1	Adelanto IDF D1A	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	Adelanto IDF D1A	APC	SMTL3000RM2UCNC	2880VA Smart UPS LiON
2	Adelanto IDF D1B	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	Adelanto IDF D2A	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	Adelanto IDF D2A	APC	SMTL3000RM2UCNC	2880VA Smart UPS LiON
2	Adelanto IDF D2B	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	Adelanto IDF E1A	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	Adelanto IDF E1A	APC	SMTL3000RM2UCNC	2880VA Smart UPS LiON
2	Adelanto IDF E1B	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	Adelanto IDF E2A	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	Adelanto IDF E2A	APC	SMTL3000RM2UCNC	2880VA Smart UPS LiON
2	Adelanto IDF E2B	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	Adelanto IDF F	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	Adelanto IDF G	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	Adelanto IDF H	APC	SMTL1500RM3UC	1500VA Smart UPS LiON

1	Adelanto IDF I	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	Adelanto IDF L	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	Adelanto IDF A1	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	Adelanto IDF A1	APC	SMTL3000RM2UCNC	2880VA Smart UPS LiON
1	Adelanto IDF A2	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
2	Adelanto IDF B2	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	Adelanto IDF C	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	Adelanto IDF C	APC	SMTL3000RM2UCNC	2880VA Smart UPS LiON
1	Adelanto IDF J	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	Adelanto IDF K	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	Adelanto IDF M	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
25	1x per 1500VA UPS	APC	AP9640	Network Management Card
2	MDF	APC	SYBT5	Symmetra LX battery module
3	MDF	APC	SYPM4KP	APC Power Module - 3200W
<b>TOTAL UPS: 31</b>				
<b>Cobalt (CIMS)</b>				
1	CIMS 200 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	CIMS 300 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	CIMS 400 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	CIMS 500 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	CIMS 600 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	CIMS 700 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	CIMS 800 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON

1	CIMS 900 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	CIMS P100 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
2	CIMS MDF	APC	SMTL3000RM2UCNC	2880VA Smart UPS LiON
9	1x per UPS in IDF's	APC	AP9640	Network Management Card
<b>TOTAL UPS: 11</b>				
<b>Goodwill (GEC)</b>				
1	GEC MDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	GEC IDF RM5	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	GEC IDF RM9	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
3	1x per UPS in IDF's	APC	AP9640	Network Management Card
<b>TOTAL UPS: 3</b>				
<b>Hook (HJR)</b>				
1	HJR Admn IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	HJR GYM IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
2	HJR IDF 70	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	HJR IDF CAFT	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	HJR IDF P5	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	HJR IDF P9	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
2	HJR IDF Wing1	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	HJR IDF Wing2	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
2	HJR IDF3	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	HJR IDF4	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	HJR P-2 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON



1	HJR P-6 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
2	HJR MDF	APC	SMTL3000RM2UCNC	2880VA Smart UPS LiON
15	1x per UPS in IDF's	APC	AP9640	Network Management Card
<b>TOTAL UPS: 17</b>				
<b>Lakeview (LMS)</b>				
1	LMS 1000 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
2	LMS 1100 Staff IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	LMS 200 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	LMS 300 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	LMS 400 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	LMS 500 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	LMS 600 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	LMS 700 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	LMS 800 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	LMS 900 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	LMS NPortables IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	LMS SPort IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
13	1x per UPS in IDF's	APC	AP9640	Network Management Card
<b>TOTAL UPS: 13</b>				
<b>Silverado (SHS)</b>				
2	SHS 6000B	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
2	SHS IDF 2000	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS IDF 6501	APC	SMTL1500RM3UC	1500VA Smart UPS LiON

1	SHS IDF10000	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS IDF11000	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS IDF12000	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS IDF13000	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS IDF14000	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
2	SHS IDF3000	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS IDF3500	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS Sub1 Admin	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS Sub1 Lib 3rd SW1	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS Sub1 Stu SW1	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
2	SHS Sub4 IDF4000	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS Sub4 IDF4501	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS Sub4 IDF4508	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS Sub4 IDF7000	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
2	SHS Sub5 IDF5000	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS Sub5 IDF5501	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS Sub5 IDF5508	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
2	SHS Sub6 IDF6000A	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS Sub6 IDF8000	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS Sub6 IDF8100	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS Sub7 IDF8503	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS Sub7 IDF8507	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS Sub7 IDF8512	APC	SMTL1500RM3UC	1500VA Smart UPS LiON

1	SHS Sub7 IDF8520	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS Sub7 IDF8524	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS Sub7 IDF8529	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS Sub7 IDF8530	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	SHS Sub7 IDF9000	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
37	1x per UPS in IDF's	APC	AP9640	Network Management Card
2	MDF	APC	SYBT5	Symmetra LX battery module
3	MDF	APC	SYPM4KP	APC Power Module - 3200W
<b>TOTAL UPS: 37</b>				
University Prep (UP)				
1	UPS 200 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	UPS 300 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	UPS 400 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	UPS 500 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	UPS 600 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	UPS 700 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
2	UPS 800 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	UPS EstPort IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	UPS P400 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	UPS West Port	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
2	UPS MDF	APC	SMTL3000RM2UCNC	2880VA Smart UPS LiON
11	1x per UPS in IDF's	APC	AP9640	Network Management Card
<b>TOTAL UPS: 13</b>				

Victor High (VHS)				
1	VHS CAM AutoShop	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Library	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Rm112-sw1	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Rm128	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Rm174	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Rm186	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Rm20	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Rm31	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Rm40	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Rm5	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Rm6	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Rm61	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Sub2 NewGym	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Sub4 73c IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Sub4 79 IDF	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Sub4 Fitness	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Sub4 Foods	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Sub4 Medical	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Sub5 IDF10 Rm102	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Sub5 IDF8 Rm82	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Sub5 IDF9 Rm90	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Sub6 Rm114	APC	SMTL1500RM3UC	1500VA Smart UPS LiON

1	VHS Sub6 Rm119	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Sub7 IDF154	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Sub7 IDF165	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Sub7 IDF201	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS Trainer	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS-ADMIN-132D-IDF-SWITCH	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS-ADMIN-2ND-FLOOR	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS-ADMIN-MRP-IDF-SWITCH	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
1	VHS UPPER-MDF-STUDENT	APC	SMTL1500RM3UC	1500VA Smart UPS LiON
31	1x per UPS in IDF's	APC	AP9640	Network Management Card
2	MDF	APC	SYBT5	Symmetra LX battery module
3	MDF	APC	SYPM4KP	APC Power Module - 3200W
<b>TOTAL UPS: 31</b>				
		<b>SKU QTY Totals:</b>	<b>SMTL1500RM3UC:</b>	<b>144</b>
			<b>SMTL3000RM2UCNC:</b>	<b>12</b>
			<b>AP9640:</b>	<b>144</b>
			<b>SYBT5</b>	<b>6</b>
			<b>SYPM4KP</b>	<b>9</b>

**Total cost for all items:**

**E-rate Eligible Cost**           \$ \_\_\_\_\_

**E-rate Ineligible Cost**       \$ \_\_\_\_\_

**Miscellaneous Fees**         \$ \_\_\_\_\_

**Installation Fees**            \$ \_\_\_\_\_

<b>Contingency Fees</b>	\$ _____
<b>Estimated Taxes</b>	\$ _____
<b>Shipping</b>	\$ _____
<b>Labor</b>	\$ _____
<b>TOTAL COST</b>	\$ _____

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

The decision as to whether a proposed request for substitution is equal to a Specified Item shall be at the sole discretion of the District.

Any questions should be submitted to [erate@vvhhsd.org](mailto:erate@vvhhsd.org) up until 5:00pm Wednesday, January 10, 2022. with the subject line of “Internal Connections for UPS Replacement”. Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be posted on our website and the USAC EPC portal **January 14, 2022 at or before 5:00 p.m.** It is the responsibility of the prospective Responder to check the website <https://www.vvhhsd.org/departments/business-services-division/teched-department/e-rate> and/or the USAC EPC portal for updates or addenda.

## Cost Proposal

RFP 22-UPS

**Responder Company Name:** \_\_\_\_\_  
**Responder Name:** \_\_\_\_\_  
**Responder Title:** \_\_\_\_\_  
**Responder SPIN:** \_\_\_\_\_  
**Responder Phone:** \_\_\_\_\_

Each school site listed in the previous section the District's best estimate of MDFs and IDFs will not exceed 120. Specifics will be determined by all interested bidders at the NON MANDATORY JOB WALK on January 6, 2022, at 9:00 am.

**Vendor must supply their own cost proposal form with detailed line items.**

**The District is also requesting a contingency fee of 10% to be included as a line item.**

**Responding to Request For Proposal No. 22-UPS due January 21, 2022 before 3:00 PM**

# RFP Form

RFP 22-UPS

Victor Valley Union High  
School District  
16350 Mojave Drive  
Victorville, California 92395

To: Superintendent and Members of the Board of Education

The undersigned, doing business under the full and complete legal Responder name as set forth below, having examined the Notice to Responders, RFP Instructions, Scope of Work & Requirements, General Conditions, Agreement and all other documents forming a part of the RFP package for the above-referenced RFP, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the documents contained in said RFP package. The entire RFP Package is submitted, together with this RFP Form.

Name of Company: \_\_\_\_\_

Legal Status (i.e., sole proprietorship, partnership, corporation): \_\_\_\_\_

Tax I.D. Number (Sole Proprietorship Only): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature \_\_\_\_\_

Name (Print or Type) \_\_\_\_\_

Title \_\_\_\_\_

Date  
( ) \_\_\_\_\_

Phone  
( ) \_\_\_\_\_

Fax \_\_\_\_\_

E-mail address \_\_\_\_\_



# Victor Valley Union High School District

16350 Mojave Drive · Victorville, CA 92395

Phone · (760) 955-3200

---

Dr. Ron Williams, Superintendent

Dr. Antoine Hawkins, Asst. Sup of Business

## Letter of Agreement - RFP 22-UPS

Pursuant to the terms of Victor Valley Union High School District's RFP # 22-UPS for UPS Infrastructure, (Name of Company) \_\_\_\_\_'s response to RFP #22-UPS dated (mm/dd/yyyy) \_\_\_\_\_, (Name of Company) \_\_\_\_\_ will provide the equipment and services per RFP # 20-UPS effective the date of issuance of Victor Valley Union High School District Purchase Order(s).

(Name of Company) \_\_\_\_\_ and Victor Valley Union High School District acknowledge that 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 the Victor Valley Union High School District for E-Rate Year 2022, and Victor Valley Union High School District Board of Education approval.

The Victor Valley Union High School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, 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 termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The Victor Valley Union High School District shall not be responsible for any costs to Bidder prior to termination.

Victor Valley Union High School District

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Authorized Representative Signature

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

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

Name: Dr. Antoine Hawkins

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

Title: Asst. Superintendent of Business

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

Address: 16350 Mojave Dr.

Address: \_\_\_\_\_

Victorville, CA 92392

Email: [ahawkins@vvhhsd.org](mailto:ahawkins@vvhhsd.org)

Phone: (760) 955-3200

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

# Fingerprint Certification

RFP 22-UPS

## 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 Victor Valley Union High 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)

## Statement of Non-Conflict of Interest

RFP 22-UPS

The Responder hereby warrants that he or she has no business or financial interests that are in conflict with his or her obligations to the District and further agrees to disclose any such interest which may be acquired during the life of an agreement with the District. The Responder also certifies that it and its members are not, officers, agents, or employees of the District, nor have they been since January 1, 2010.

---

Signature

---

Printed Name

---

Title

---

Responder

---

Date

## Insurance Acknowledgement

RFP 22-UPS

Notice to Bidders regarding Indemnity and Insurance Requirements

Summary of Indemnification and Insurance Requirements:

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to Victor Valley Union High School District (Buyer). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by Buyer.
  2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to Buyer and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to Buyer.
  3. Contractor shall provide Buyer with Certificates of Insurance including all required endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Buyer before work begins. Buyer reserves the right to require full-certified copies of all Insurance coverage and endorsements.
- I. Indemnification & Insurance:
- Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

I have read and understand the above requirements and agree to be bound by them for any work performed for the Buyer.

---

Signature

---

Printed Name

---

Title

---

Responder

---

Date