



Paramount Unified School District

Request for Proposal

RFP # 1-25-26

Network Equipment - UPS

June 25, 2025

Questions regarding this RFP are due no later than
July 9, 2025

RFP DUE NO LATER THAN 1:00 pm PST ON JULY 24, 2025

**REQUEST FOR PROPOSAL
NOTICE TO VENDORS CALLING FOR
PROPOSAL
RFP PUSD NETWORK EQUIPMENT -UPS FY2025**

NOTICE IS HEREBY GIVEN that Paramount Unified School District, acting by and through its Board of Education, hereinafter the "District," will receive up to, but not later than 1:00 pm PST on July 24, 2025, proposals for the work described as RFP # 1-25-26 PUSD NETWORK EQUIPMENT -UPS FY2025

Each Proposal shall be in accordance with plans, specifications, and other contract documents. Proposal documents will be available on June 26, 2025, on the District website <http://www.paramount.k12.ca.us/erate>. All proposals shall be submitted in the format specified.

Response Submission:

Responses to this RFP must be submitted electronically no later than 1:00 pm PST on the allowable contract date on the Form 470. All submissions must be electronic. No paper copies will be accepted.

Proposals must be sent to both:

- Assistant Director Purchasing purchasing@paramount.k12.ca.us
- Director Information Technology itdirector@paramount.k12.ca.us

An email receipt confirmation will be sent. File format must be. PDF, Excel, or MS Word format. The proposal cover sheet shall include all the information in the section below. It is the sole responsibility of the respondents to ensure that their responses arrive on time. PUSD reserves the right to reject all late arrivals. Only complete, written proposals will be considered.

Content modifications to proposals shall not be allowed. The completed Proposal shall be without erasures or alterations.

Award of Contract. If awarded, the Contract for the work will be by action of the District's Board of Education to the Bidder that meets the qualifications established by the RFP documents.

E-rate Requirements. The project is 100% contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-Rate. The District may or may not proceed with the project, in whole or in part, even if E-Rate funding is approved. Execution of the project, in part or in whole, is solely at the discretion of the District. Bidders wishing to bid may do so solely at their own risk. The District is not liable or responsible for any costs, loss, fees, or expenses of any kind associated with the bid and/or a decision not to proceed with the project, even after the award of the contracts. By submitting a proposal, each Bidder agrees to bear all of its own costs, fees, expenses, and losses of any and all kind should the District cancel the project.

The District requires the Service Provider to have a valid and current SPIN (Service Provider Identification Number) as issued by USAC (Universal Service Administration Company). The SPIN must be established at the time of the proposal submittal, and the Service Provider must include a copy of the completed SPAC (Service Provider Annual Certification) Form with the Proposal. Additionally, the Service Provider must complete and return the certificate of understanding as found in this RFP. For further information regarding the Erate Program, please reference USAC's Schools and Library Division (SLD) website: <http://www.universalservice.org/sl/>

All contracts entered into as a result of this Request for Proposal and the associated Form 470 will be contingent upon the following:

Funding approval by the SLD.

The approved, funded amount is equal to the funding amount as requested on the Form 471. A valid Service Provider Identification Number (SPIN) consistent with the type of service requested in this RFP.

Certified Form 486 and a written "Notice to Proceed" from the Owner to initiate service.

Approval from the Paramount Unified School District Board of Trustees

Inquiries and Clarifications. This document is for information purposes and shall not relieve the Bidder of the requirements to fully become familiar with all the factors affecting the Project and Proposal. The Bidder is advised that all inquiries and clarifications about the RFP documents, specifications, etc., shall be submitted to the District in writing no later than **July 9, 2025**. The District will respond at earliest convenience and no later than July 11, 2025. Verbal communication by either party with regard to the matter is invalid. Inquiries shall be made via email to itdirector@paramount.k12.ca.us

Estimated Timeline of Events:

E-Rate Form 470 Filing	June 25, 2025
RFP Advertisement/Open	June 26, 2025
Last Day to Submit Questions	July 9, 2025 by 1:00pm PST
Response to Questions / Addenda Issued	July 11, 2025
Proposal Submittal Date	July 24, 2025 by 1:00pm PST
Board Approval	August 13, 2025
E-Rate Form 471 Filing	August 15, 2025

Terms and Conditions

Overview

The Paramount Unified School District ("PUSD," "District," or "Owner"), acting by and through its Governing Board, is seeking competitive proposals for network infrastructure. In addition to issuing this Request For Proposal (RFP) and in conformity with the FCC Schools and Library Division (SLD), "Universal Service Fund" (also known as E-Rate funding), PUSD has posted a Form 470 to seek E-Rate discounts for the services sought by this RFP. The Form 470 was posted on June 25, 2025, and can be found at the following website: www.sl.universalservice.org.

Contract Term

Pursuant to the provision of California Education Code Section 17596, school districts may extend contracts for services up to five (5) years. Therefore, the minimum contract term is from July 1, 2025, through June 30, 2026, and subject to successful receipt by the District of a Funding Commitment Decision Letter (FCDL) from the SLD that approves the E-Rate discounts in full for the service awarded as a result of this RFP.

Use of District Documents

Proposals must be submitted on forms or in the format provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions, or interlineations, without the written consent of the District, which may be given or withheld in its sole and absolute discretion. Reproduction of District documents is permitted so long as reproduced copies are identical in size, format, and content as the forms prepared by the District. Any proposal submitted in an altered form may result in rejection of such Proposal at the discretion of the District.

Inspection of Documents

1. Each Service Provider receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages or other indication of incomplete information provided to the Service Provider.
2. The failure or neglect of any Service Provider to receive or examine any contract document, form, instrument, addendum, or other documents shall in no way relieve any Service Provider from obligations with respect to his or her Proposal. Submitting a proposal shall be taken as prima facie evidence of compliance with this section.
3. Receipt of addenda to the proposal documents by a Service Provider must be acknowledged on the Proposal before the time proposals are due.

Proposal Content and Format

- Submission of one copy electronically

Section 1: Vendor Profile

- The Respondent must provide an overview of the company, including corporate history and philosophy, number of employees, organization chart, etc.
- A brief history in the marketplace and with the E-Rate program.
- A description of the Respondent's billing process related to the E-Rate program.

Section 3: Mandatory Forms (Certificates and Certification Documents)

This section must include the following additional required forms as part of the response.

- Non-Collusion Affidavit
- Certificate Regarding Worker's Compensation
- Acknowledgment of Bidding Practices Regarding Indemnity
- E-Rate Certification
- Service Agreement (supplied by Service Provider)

Section 4: Agreement Document

- The Proposal must include a Sample Agreement, which will be subject to the District's acceptance after District review. The District reserves the right to reject or revise any submitted agreement. The District also reserves the right to select any proposal that the District believes is in its best interest, which may not provide the lowest price(s) submitted.
- The District intends to use the Service Provider's supplied Service Agreement to formalize any contractual relationship that results from this Request for Proposal. However, the Service Provider supplied agreement must include all the provisions mentioned in this RFP for the Service Provider's Proposal to be considered responsive.

Section 5: Proposal Form

- See Proposal Form

Evaluation and Award of Contract

The award of a contract, if made by the District, will be based on the District's assessment of the qualifications and desirability of the vendors.

1. Written proposals will be initially screened for completeness. Proposals that are not materially complete, in the District's discretion, will not be evaluated further.

At its option, the District may elect to reject a written proposal or proposals after the written proposal evaluation if, at the District's discretion, the Vendor (s) is/are incapable of providing proper and satisfactory service in accordance with the District's standards and requirements (including, without limitation, safety standards, financial condition requirements, and experience requirements).

2. Evaluation of Proposal. The Paramount Unified School District intends to award the Contract to the most cost-effective solution possible.

As such, the selection criteria below will be used. Each category will be rated on a scale of 1 to 10 and weighted as follows:

SELECTION CRITERIA	WEIGHT
E-rate Eligible Cost	45%
E-rate Ineligible Cost	5%
Management Capability & Features	25%
Vendor Stability & Manufacturer Ability to Execute	15%
California K-12 School District References	10%
Overall Ranking	100%

- a. E-rate Eligible Cost
- b. E-rate Ineligible Cost, if any
- c. Management Capability & Features
 - i. The solution will be thoroughly reviewed for its management capability and features. Portions of this RFP contain preferences. Proposals that do not meet the preferences will have a deduction in point(s).
- d. Vendor's Stability & Manufacturer's Ability to Execute
 - i. The Vendor's profile, including the contractor's license and standing company financials, will be examined.
- e. California K-12 School District References

References will be checked. The District reserves the right to contact school districts that may not be on the reference form.

Rejection of Proposal and Waiver of Irregularities

The District reserves the right to reject any or all proposals and to waive any immaterial irregularities in the proposal process or any proposal. The District also reserves the right to select any proposal the District believes is in the best interest of the District that may not provide the lowest price(s) submitted.

The right is reserved, as the interests of the District may require, to revise or amend the proposal documents prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Request for Proposals. If the revisions and amendments are of a nature which require material changes in quantities or prices proposed or both, the date set for the opening of the proposals may be postponed by such number of days as in the opinion of the District will enable Service Providers to revise their proposals to account for such changes. In such cases, the addendum will include an announcement of the new date for opening proposals.

Erasures or Corrections to Entries

The proposal documents submitted must not contain any erasures, strikeouts or other corrections of entries that impair accurate interpretation of the entry and/or understanding of the Proposal.

If correction of an unintended entry is desired such correction must be clear and legible and clearly authenticated by initials of the person signing the Proposal. Unclear or unauthenticated corrections may result in rejection of the Proposal at the option of the District.

Withdrawal or Amendment of Submitted Proposal

1. Any proposal that has been submitted may be withdrawn prior to the scheduled time for opening of proposals. A request to withdraw a proposal must be in writing and received by the District prior to the scheduled time for opening of proposals.
2. No amendment, addendum or modification will be accepted after the Proposal has been submitted to the District. If a change to a proposal that has been submitted is desired, the submitted Proposal must be withdrawn and the replacement proposal submitted to the District prior to the time for opening of proposals.
3. After the scheduled time for opening of proposals, these proposals may not be withdrawn for ninety (90) days.

Obtaining Information

1. Outside sources. The District reserves the right to obtain from any and all sources information concerning a Service Provider which the District deems pertinent to this Request for Proposal and to consider such information in evaluating the Service Provider's Proposal.
2. Inspections. Upon reasonable notice to the Service Provider, the District reserves the right to

make on-site inspections of the Service Provider's installations and any proposed permitted assignee's (as provided in the Agreement) facilities which the District deems pertinent and necessary to evaluate the Service Provider's Proposal and to consider any information received from such inspection in evaluating the Service Provider's Proposal.

Proposal Costs

The District shall not be liable for any cost incurred by a Service Provider in the preparation or delivery of its response to the Request for Proposal or for any other costs incurred because of this Request for Proposal.

Proposal Disclosure

1. All proposals received shall remain confidential until a contract resulting from this Request for Proposal is signed by the District and the apparent successful Service Provider; thereafter the proposals shall be deemed public records. In the event that a Service Provider desires to have portions of its Proposal remain confidential, it is incumbent upon the Service Provider to identify those portions in its transmittal letter deposited with the proposal package. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification for exemption upon which it is making its claim. Each page, or part thereof, claimed to be confidential must be clearly identified by the word "confidential" printed on the lower right hand corner of the page.
2. The District will consider a Service Provider's request(s) for confidentiality; however, the District will not be bound by the assertion that a page contains confidential material. An assertion by a Service Provider that an entire volume of its Proposal is confidential will not be honored. The District reserves the right to disclose all information in the Proposal, even if the Service Provider requests that it remain confidential, if the District determines that disclosure is not prohibited by law or court order.
3. Until a contract resulting from this Request for Proposal is executed, no employee, agent or representative of any Service Provider shall make available or discuss its Proposal with the press, any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District, unless specifically allowed to do so in the Request for Proposal or in writing by the District for the purposes of clarification and evaluation.
4. Service Providers shall not issue any news release(s) or make any statement to the news media pertaining to this Request for Proposal or any proposal and/or Contract or work resulting therefrom without the prior written approval of the District which may be given or withheld in its sole and absolute discretion and then only in cooperation with the District.

Data

The District provides information herein to assist Service Providers in formulating their proposals. Although the District is providing this information in good faith, the District makes no warranty or representation about its accuracy, and the District does not intend any Service Provider to rely solely on the accuracy of the information in submitting his/her Proposal.

Cancellation for Insufficient or Non-Appropriated Funds

The Service Provider hereby agrees and acknowledges that monies utilized by the District to purchase the services listed in this Proposal are public money appropriated by the State of California, the Federal Government under the E-Rate program, or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this Proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

Payment

Service Providers are advised to thoroughly familiarize themselves with the payment provisions of the E-Rate program.

Delivery Schedule

To accommodate a phased installation schedule, the awarded Service Provider must allow multiple partial shipments in scheduled lots as determined by the District. The delivery schedule will be determined over a mutually agreed timeline.

Technology Clause

As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be essentially similar. This request for proposals seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of the Proposal, to be included under the general umbrella of compatible product lines and are thus specifically included in this Proposal.

Limitation on Expansion of Services

Following approval of the best value proposal, the successful Service Provider may not alter the proposed pricing without the prior written permission of the awarding agency.

General Requirements

1. All Service Providers are required to comply with Labor Code Section 3700. This section mandates that employers in the State must have Worker's Compensation Insurance that covers every employee. The Worker's Compensation Certificate included in this Proposal must be completed and returned with the submittal.
2. All Service Providers must comply with California Education Code sections 45122 through 45125.5. Every employee who will work at any site within PUSD must be fingerprinted by a law enforcement agency and pass a criminal background check conducted by the DOJ. The District has provided a certificate of understanding that must be returned with this RFP submittal.
3. Antidiscrimination: It is the policy of the District that in connection with all work performed under

contacts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or marital status. The Service Provider agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Service Provider agrees to require like compliance by any of their subcontractors employed on the work.

Termination for Convenience

This agreement may be terminated by District for any or no reason at any time during the term of this agreement by giving thirty- (30) day written notice to the Service Provider. Said notice shall be in writing, shall state the date of the proposed termination (which shall in no event be earlier than twenty-four (24) hours from the time of delivery of such notice) and shall be delivered to the addresses listed for the Service Provider in this Agreement. In such event, this agreement shall terminate on the termination date set forth in the termination notice. District shall pay to the Service Provider all amounts earned and invoiced by the Service Provider up to the termination date (subject to the District's offset rights set forth in this Agreement) and the parties shall thereafter be released from all further obligations and liabilities under this Agreement, except to the extent that any such obligations or liabilities expressly survive the termination of this agreement.

Written Inquiries Deadline – Addenda

Questions or suggestions about this Invitation shall be in writing and delivered no later than **July 9, 2025, by 1:00 pm PST** Inquiries shall be made via email [to itdirector@paramount.k12.ca.us](mailto:itdirector@paramount.k12.ca.us)

SCOPE OF WORK

The Service Provider will include all costs necessary to provide the Equipment requested below in their Proposal. All costs associated with any on-site premise equipment provided as an integral part of the service shall be the sole responsibility of the Service Provider.

ITEM DESCRIPTIONS

Introduction

Paramount Unified School District is looking to install uninterruptable power supply (UPS) devices for all of it's IDF locations in the district composed of 20 school sites totaling 253 IDF locations. All UPS devices should have lithium-ion battery technology and the ability to be remotely managed.

The District seeks proposals from vendors offering APC or equivalent solution. Only Lithium-Ion battery technology solutions will be accepted. Lead acid battery solutions will not be considered as equivalent. Equivalency for this item will be evaluated on the following factors – weight, size and run time.

Qualifications and Requirements

In order for The Committee to accept a proposal for evaluation, it must comply with the requirements for submittal described below:

1. The Proposal must be received by the date posted in the introduction of this RFP;
2. To be awarded a contract, the Vendor must hold current a valid California Multiple Awards Schedule (CMAS) and/or WSCA-NASPO Service Providers and/or must be submitted by WSCA-NASPO Authorized Resellers that have been approved by the State Contract Administrator contract as of July 9, 2025, and additionally, the Vendor must maintain a current CMAS contract in order for the District to process payments.
3. The Vendor shall have had a minimum of three (3) years experience providing Equipment and/or services to at least two (2) medium to large, California K-12 Districts providing Equipment and/or services similar to those described in this RFP;
4. For logistics purposes, selected Vendor must have a physical office location within the State of California. If sub-contractors are to be used, all information for all sub-contractors must be listed on the Proposal so the sub-contractors may be evaluated. No sub-contractor may be substituted at any time during the project process.
5. The Vendor shall have no outstanding or unresolved litigation against it or business entities that are strongly related to it;
6. The Vendor shall have no outstanding or unresolved claims against it, or against strongly related business entities, for violations of client rights or of confidentiality of client data;

Proposal Format Requirements

1. To be properly and fairly evaluated, the proposal must be prepared in a specific format, as follows.
Note: Proposals must be submitted electronically as described on the cover page. File format must be .PDF or MSOffice formats. It is the Vendor's responsibility to obtain a delivery receipt.
2. Proposals must be submitted separately for each category of Equipment or service. Proposals combining multiple categories of service will be rejected.
3. Ineligible items must be listed separately from eligible items.
4. Proposals must have a cover sheet including the E-Rate SPIN number and CMAS number applicable to the category of Equipment or service provided, name and legal address of the company, and email address and phone numbers of the relevant staff.
5. Detailed proposals must be in 12-point type or greater

General Solution Requirements

1. Licensing for the solution shall include **all current and all future features**.
2. All licensing and support is required be for **5 years**.
3. Hardware must be brand new. "Certified Refurbished" Equipment, even if carrying the full warranty, will not be accepted.
4. Equipment must be able to operate in temperatures as high as 104°F or greater.
5. Equipment must be able to operate in humidity levels as high as 90% non-condensing.
6. All Equipment must be made by the same manufacturer.

**Network Equipment - UPS
Requirements**

Group A: UPS Equipment

APC Smart-UPS SRT, Lithium-Ion, 2200VA 120V with external battery pack capability or equivalent.

<u>BID ITEM</u>	<u>DESCRIPTION</u>
DIST-UPS	120V Lithium-ion UPS with high power density in a small footprint with external battery pack capability APC Smart-UPS SRT, Lithium-Ion, 2200VA 120V, with SmartConnect, with Network Management Card Must include all required power supplies, rackmount kit (if applicable), power cords, and applicable licenses.
DIST-EXTBATT	External battery Pack for UPS 1U Rack height APC Smart-UPS Ultra 1U RM Lithium Ion Battery Pack - External battery Pack for APC Smart-UPS Ultra 1U Rack height
DIST-UPSLIC	UPS Management Software – 5 year license EcoStruxure IT Expert Subscription License for 253nodes: 5 Years

Equivalent is defined as a distribution switch series that meets or exceeds the following requirements:

1. Must meet all General Solution Requirements.
2. Must include all required power supplies, rackmount kit (if applicable), power cords, and applicable licenses.
3. HIGH PREFERENCE for 1U standalone form factor

PROPOSAL FORM

RFP # 1-25-26 - Network Equipment UPS

TO: PARAMOUNT UNIFIED SCHOOL DISTRICT

Attention: Shawn McBride – Director Information Technology

Having examined the proposal documents for the Network Equipment UPS for the PARAMOUNT UNIFIED SCHOOL DISTRICT and having inspected the sites of/and the conditions affecting and governing the services of said services, the undersigned Bidder hereby proposes:

PARAMOUNT USD PROPOSAL SHEET

The use of a manufacturer, product brand name or make in the specifications is not intended to restrict Bidders. The specification establishes the character or quality of the desired article. Alternative materials or goods on which Bids are submitted must, in all cases be equal or exceed in every detail to the item specified. Bid must clearly state the brand, make or model number. If proposing equivalent materials or goods, submit manufacturer's data sheets verifying equivalency as part of Bid submission. ***NOTE that the service types "Basic Maintenance of Internal Connections" (BMIC) and "Managed Internal Broadband Services" (MIBS) are only applicable with the Internal Connections solution proposed meeting the RFP requirements.

Item No.	Bid Part Number	MFR Part #	Description	Bid Price		Taxable	Qty Sub-Total	
1	DIST-UPS -	SRTL2K2RM1UNC	APC Smart-UPS SRT, Lithium-Ion, 2200VA 120V, with SmartConnect, with Network Management Card	\$	each	Yes	253	\$ -
2	DIST-EXTBATT-	SRTL50RMBP1U-LI	APC Smart-UPS Ultra 1U RM Lithium Ion Battery Pack	\$	each	Yes	253	\$ -
3	DIST-UPS LIC -	SFTWES3505Y-DIGI	EcoStruxure IT Expert Subscription License for 350 nodes: 5 Years	\$	each	Yes	253	\$ -
				\$	each	Yes		\$ -
	\$			each	Yes	\$	-	

Acknowledgment of Addenda.

In submitting this Proposal, the undersigned Bidder acknowledges receipt of all Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Proposal incorporates and is inclusive of, all items or other matters contained in Addenda.

Initial only one of the following:

_____ Addenda Numbers _____ : _____ : _____ : _____ : _____ were received, acknowledged
(initial if applicable) and incorporated into this Proposal.

OR

_____ No Addenda Issued
(initial if applicable)

Additional Information:

Notices. All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

Confirmation of Figures. By submitting this Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Proposal.

Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Specifications and other Contract Documents pertaining to the proposed work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing and performing the work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary Equipment, personnel, materials, facilities and technical and financial ability to complete the work for the amount bid herein within the Contract Time and in accordance with the Contract Documents. The undersigned Bidder certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

Print Name(s) of Bidder(s) & License Number

By:

By:

Authorized Officer or Agent

Authorized Officer or Agent

Title

Title

NON-COLLUSION STATEMENT

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I, _____ being first duly sworn, deposes and says that I
(Typed or Printed Name)
am the _____ of _____, the party
(Title) (Bidder Name)
submitting the foregoing Bid Proposal (the "Bidder"). In connection with the foregoing Bid Proposal,
the undersigned declares, states and certifies that:

- 1.1 The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 1.2 The Bid Proposal is genuine and not collusive or sham.
- 1.3 The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
- 1.4 The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the Contract or of anyone interested in the proposed Contract.
- 1.5 All statements contained in the Bid Proposal and related documents are true.
- 1.6 The Bidder has not, directly or indirectly, submitted the bid 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 person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 20____ at _____
(City, County and State)

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

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____)

(Area Code and Telephone Number)

This form must be completed and submitted with your Proposal

CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

"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.
- (c) * * * * *

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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 this Contract.

NAME _____

TITLE _____

SIGNATURE _____

(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.)

This form must be completed and submitted with your Proposal

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY

TO: Paramount Unified School District

RE: RFP # 1-25-26 - NetworkEquipment UPS

Please be advised that with respect to the above-referenced PROJECT the undersigned Bidder on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code Section 3864, which provides:

"If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury."

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the DISTRICT of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

Contracting Party

Name of Agent/Title

This form must be completed and submitted with your Proposal.

E-RATE CERTIFICATION

I, _____, certify that _____, is a
(Print or Type Name) (Company Name)

Service Provider as defined by the E-Rate Program and has not been suspended or disbarred from participating by the Federal Communications Commission. Our SPIN # is _____, and we have operated under this SPIN for _____ years.

I also certify to the acceptance of the following:

1. All information necessary to respond to any PIA (Program Integrity Assurance), Item 25 Selective Review, or Audit performed by the FCC, the SLD, or their designated authority, will be furnished completely and in a timely manner sufficient to meet the any response deadlines;
2. In the event an appeal is necessary, all information necessary to complete the appeal will be furnished completely and in a timely manner to the Paramount Unified School District, its attorney(s), or authorized agent;
3. Any contract awarded based upon RFP #1-25-26 - Network Equipment UPS is contingent upon the receipt of a Funding Commitment Decision Letter (FCDL) from the SLD that awards the requested discounts in full. In the event that partial funding or no funding is granted, the District reserves the right to cancel the Contract in whole or in part;
4. The District will be invoiced for the only the matching funds portion, and it our responsibility, as the E-Rate Service Provider, to invoice the SLD for the remaining "non-discount" portion. This billing method is known as the SPI (Service Provider Invoice) method;
5. In the event the Paramount Unified School District wishes to perform a SPIN change, as afforded by the COPAN decision, permission will be granted within the contract terms, provided 14 days prior written notice is given.

(Original Signature in Blue or Black Ink)

_____/_____/_____
(Today's Date)

(Print or Type Name)

(Title)

This form must be completed and submitted with your Proposal

SERVICE PROVIDER REFERENCES AND RESPONSIBILITY INFORMATION

1. The District expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the Bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.
2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Respondent has previously performed work, reference checks and examination of all public records.
3. The Bidder must also demonstrate knowledge of school construction techniques and should possess a working ability to perform similarly-sized construction work for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, and addresses, points of contact and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the Paramount Unified School District.

FAILURE TO FURNISH THE REFERENCES (*IN THE COMPLETE FORMAT REQUIRED*) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

EXAMPLE: Your references should be listed in the following format (facts are example only)

- (a) Work for ABC. USD
- (b) Phone # (213) 123-4567
- (c) 100 Hollywood Drive, LA, CA 92000
- (d) Contact: James Earl Jones III at above #
- (e) Renovated Beverly Hills High
- (f) 1990
- (f) \$ 100 Million_
- (g) Reference #1

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #2

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #3

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

4. Service Provider Questionnaire: The Service Provider shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the Proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Service Provider's firm and any of its Owner, officers, directors, shareholders, parties or principals. District has discretion to request additional information. Omission of any material information is grounds for disqualification, or deeming a proposal to be non-responsive.

a. Name of firm's license holder _

b. Have you or any of your principals ever been licensed under a different license number?

_ Response must include information pertaining to principals' association outside of the firm. If yes, give name and license number. _____

c. _____
Names and titles of all principals of the firm:

_____	_____
_____	_____
_____	_____
_____	_____

d. Number of years as a Service Provider in this type of work: _____

e. How many years' experience has your firm performed network electronics and UPS work?

g. _____
Has your firm or any of its principals defaulted so as to cause a loss to a surety?

Response must include information pertaining to principals' associated outside of the firm submitting a proposal. _____ If the answer is "Yes," give dates, names and address of surety and details.

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- h. Have you or any of your principals been assessed damages for any project in the past five years? Response must include information pertaining to principals' association outside of the firm submitting a proposal._____If yes, explain:

- i. Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to project(s) during the past five years? Response must include information pertaining to principals' association outside of the firm submitting a proposal.

_____If yes, provide name of public agency/organization and details of the dispute:

- j. Have you or any of your principals ever failed to complete a project in the last five years? Response must include information pertaining to principals' association outside of the firm submitting a proposal.____If so, give Owner's name and details:

- k. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? _____ If so, please elaborate.

- l. This project requires the payment to all employees of prevailing wages as determined by the California Department of Industrial Relations; and that the Service Provider is familiar with the provisions contained in California Labor Code Sections 1720-1861, and Title 8, California Code of Regulations, Sections 16000-16403, and with the requirements and obligations (including record keeping and employment of apprentices) imposed by those sections on all contractors and subcontractors who perform work on public works projects.

- i. During the last five (5) years was your firm required to pay either back wages or penalties for your own firm's failure to comply with the State's prevailing wage laws? (Note: This question refers only to your own firm's violation of prevailing wage laws, not to violations by a subcontractor.) ☐ Yes ☐ No

If "yes," on separate signed sheet of paper, identify the violation by providing the project name, date of the violation, name of the entity(ies), a brief description of the nature of the violation, and a brief description of the status of the violation (pending, or if resolved), and a brief description of the resolution.

- ii. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any Public Works Project for which you are awarded a contract by Paramount Unified School District.

- m. This project requires thorough knowledge of the financial and legal requirements of E-Rate.

- i. Are you willing to invoice the District at the E-Rate approved discount percentage, with the remainder directly to the SLD, pending District certification for services performed?

☐ Yes

☐ No

- ii. Has your firm been involved in any State or Federal investigation related to direct or indirect participation in instances of funds being misapplied, mismanaged or violations of law, rules, or regulations by support mechanism participants or service providers?

☐ Yes

☐ No

- iii. Does your firm possess a valid FCC registration number and Service Provider Identification Number (SPIN)?

☐ Yes

☐ No

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Service Provider References and Responsibility Information is true and correct.

Executed this _____ day of _____, 20____, at _____, State of California

Respondent	Date:
Name _____	_____
Signed _____	Phone _____
Printed Name _____	Title _____
Street Address _____	
City, State, Zip Code _____	
Fax Number _____	Email: _____

All pages of this form must be completed and submitted with your proposal package.