



# PERRIS UNION

## HIGH SCHOOL DISTRICT

Request for Proposal for IP Paging Speaker Equipment for

Paloma Valley High School  
31375 Bradley Rd., Menifee, CA 92584

RFP #052119

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

Responses to RFP due at 10:00 AM Tuesday, May 21<sup>st</sup> 2019

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

## NOTICE TO PROPOSERS

**NOTICE IS HEREBY GIVEN** that the Perris Union High School District (“District”) will receive sealed bids for the Paloma Valley High School Intercom Replacement (“Project”) at the PUHSD Purchasing Department, 155 E 4th St. Perris, CA 92570 no later than 10:00 a.m. on Tuesday, May 21<sup>st</sup> 2019, per the Purchasing Bid Clock at which time or thereafter said sealed bids will be opened and read aloud. Proposals submitted in only facsimile or electronic copies will not be accepted. It is the proposer’s responsibility to ensure its proposal is received by the Purchasing Department by the date and time specified above. Any proposal that is received by the Purchasing Department after this date and time may be deemed non-responsive and returned to the proposer unopened. Bids shall be valid for sixty (60) days after the bid opening date. In the event of identical proposals, the District’s governing board (“Board”) may determine by lot which proposal shall be accepted per Public Contract Code § 20117.

### **RFP #052119: IP Paging Speaker Equipment**

Proposals shall be received in the office of the:

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

Each proposal must conform and be responsive to the contract documents, copies of which are now on file, and may be obtained in the Purchasing Department at the address above.

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

**SCOPE:** District requests proposals from qualified contractors willing to provide the following AtlasIED IP speaker and enclosure equipment to be delivered no later than June 10, 2019, compliant with District specifications.

Indoor IP Speaker:

Qty 145 x AtlasIED IPX Speaker version: IP-SDH ( <https://www.atlasied.com/ip-sdh> )  
Qty 145 x AtlasIED IPX Enclosure version: IP-SEA-SD

Outdoor IP Speaker:

Qty 65 x AtlasIED Speaker IP-HVP ( <https://www.atlasied.com/ip-hvp> )  
Qty 65 x AtlasIED Enclosure IP-SEST-HVP

Indoor Hallway IP Speaker

Qty 15 x AtlasIED Speaker IP-DDS ( <https://www.atlasied.com/ip-dds> )

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

**BID BOND:** Each bid must be submitted with security in an amount not less than ten percent (10%) of the maximum bid amount as a guarantee that the bidder will enter into the proposed contract, including all required Contract Documents. Such security must be in one of the following forms: (1) a cashier's check or certified check made payable to the District; or (2) a bond made payable to the District in the form set forth in the Contract Documents. Any bond must have been issued by a California-admitted surety as defined in Code of Civil Procedure Section 995.120.

**BID FORMS:** Bids must be submitted on District bid forms. No other forms will be accepted.

**BID PROCESS:** The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding. Except as provided in Public Contract Code Section 5100 et seq., no bidder may withdraw a bid for a period of sixty (60) calendar days after the opening of the bids.

**SOLE SOURCE OR STANDARDIZATION:** Pursuant to Public Contract Code Section 3400(c)(2), the District has made a finding that certain brand or trade names found in PUHSD Master Spec for the IP Page System are necessary in order to meet the unique requirements of this Project.

The District is committed to providing equal educational, contracting and employment opportunity to all in strict compliance with all applicable State and Federal laws and regulations. The District's programs, activities, and practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics, or association with a person or group with one or more of these actual or perceived characteristics. The District's Human Resources Department monitors compliance with these anti-discrimination requirements and may be reached at 155 E. 4<sup>th</sup> Street, Perris, CA 92570, (951) 943-6369. Any individual who believes s/he has been a victim of unlawful discrimination in employment, contracting, or in an educational program may file a formal complaint with the District's Human Resources Department.

Date: May 1, 2019

By: Candace Reines  
Deputy Superintendent, Business Services  
Perris Union High School District  
155 E 4th St. Perris, CA 92570  
[Email: candace.reines@puhsd.org](mailto:candace.reines@puhsd.org)

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Publication Dates: May 1, 2019 and May 8, 2019

## CHECK LIST FOR PROPOSERS

Please check each box before submitting your proposal.

- 1. Have you read all 32 pages of the RFP?
  
- 2. Have the following RFP documents been completed, signed and returned with the proposal and a cover letter?
  - \_\_\_\_\_ Contractor Profile
  - \_\_\_\_\_ Proposal Form
  - \_\_\_\_\_ Non-Collusion Affidavit
  - \_\_\_\_\_ Certificate Regarding Workers' Compensation
  - \_\_\_\_\_ Equal Opportunity Statement
  - \_\_\_\_\_ Drug-Free Workplace Certification
  - \_\_\_\_\_ Tobacco-Free School Certification
  - \_\_\_\_\_ Suspension and Debarment Certification
  
- 3. Have you made a copy of the completed proposal package so that you can return the entire RFP to the District?
  
- 4. Have you made arrangements to bring or mail the proposal so that it will arrive on or before May 21<sup>st</sup> 2019, at 10:00 A.M. at the Perris Union High School District, Purchasing Department?

## **INFORMATION FOR PROPOSERS**

The Perris Union High School District (“District”) invites qualified contractors to submit responses to this Request for Proposals (RFP) and enter into an agreement with the District to provide AtlasIED IP Speakers and enclosure equipment to be delivered no later than June 10, 2019.

### **1. INTRODUCTION**

The Perris Union High School District is seeking proposals for IP paging speaker equipment for its Paloma Valley High School Intercom Replacement (“Project”), pursuant to Public Contract Code section 20118.2.

### **2. SCHEDULE OF EVENTS\***

<b>Event</b>	<b>Dates</b>
Publish RFP	5/1/19, 5/8/19
Requests for Clarifications to the RFP Due	5/16/19
Responses to Requests for Clarifications Sent	5/18/19
Responses to the RFP Due	5/21/19
District Issues Notice of Intent to Award	5/29/19
District Awards Project at June Board Meeting	6/19/19

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

### **3. SECURING DOCUMENTS**

Specifications and other contract document forms will be available to prospective proposers at Perris Union High School District, Purchasing Department 155 E. 4<sup>th</sup> Street Perris, CA 92570. Contact Candace Reines at [candace.reine@puhsd.org](mailto:candace.reine@puhsd.org) or by calling (951) 943-6369.

### **4. NAME**

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

### **5. PREPARATION OF RFP DOCUMENTS**

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

**All responses to this RFP must be received by Tuesday, May 21<sup>st</sup> 2019, no later than 10:00 A.M.**

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

Proposals shall be made upon the forms attached, and properly executed. Proposals shall be written in ink or typed before submission. Proposals are to be verified, as they cannot be corrected after proposals are opened. The signature of all persons signing shall be by hand. The completed forms must not contain any erasures, interlineations or corrections unless each such correction is suitably authenticated with the initials of the person signing the proposal. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered. Proposals should include the following information: company name, EIN, contact name, address, phone number, e-mail address, fax and signature and date of signature of an authorized person.

- b) Before submitting a proposal, proposers shall carefully examine specifications and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall ensure that unit cost and total cost is reflected in the proposal. No allowance will be made because of lack of such examination or knowledge.
- e) The brand and grade of the article on which the proposal is submitted should be stated in the RFP form. When the make or brand and grade of the article are not stated, it will be understood to be the specific article named by the District.
- f) All proposal prices must include all costs, including, but not limited to, variable costs; such as: labor, fuel, containers, and utilities.
- g) No proposal shall include California sales or use tax, or Federal excise tax.
- h) Additional fuel surcharges on invoices will not be accepted, as delivery is F.O.B destination with any delivery costs to be included in proposal pricing.
- i) No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices proposal.
- j) Proposals shall be delivered to the District, Purchasing Department, or its representative, at its office on or before the day and hour set for the opening of proposals in the Notice to Proposers. Proposals shall be enclosed in a sealed envelope bearing the description of the proposal and the name of the proposer. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the proposer unopened.
- k) The contractor awarded the contract shall certify that it is a manufacturer authorized channel partner as of the date of the submission of their offer, and that it has the certification/specialization level required by manufacturer to support both the product sale

and product pricing, in accordance with the applicable manufacturer certification/specialization requirements.

l) Unless otherwise specified, contractor shall warrant that the products are new, in their original box. The contractor shall have sourced all manufacturer products submitted in this offer from manufacturer or through authorized channels only, in accordance with all applicable laws and policies at the time of purchase. In the event there are questions pertaining to the validity of the products, the District reserves the right to verify the origin of the products with the manufacturer. In the event the products have been acquired from unauthorized channels, the District further reserves the right to reject the proposal and/or return the products for a full refund.

**6. ADDENDA OR BULLETINS**

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

**7. WITHDRAWAL**

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

**8. OPENING**

Proposals will be opened at the time and place scheduled in the Notice to Proposers.

**9. AWARD OR REJECTION**

Any award will be made as one lot, to the responsive contractor whose proposal is scored by the District's evaluation team, with the highest point total based on the Evaluation Criteria and maximum point totals detailed below. The evaluation, scoring and award decision of the District shall be final. The District reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals or in the RFP process.

**10. EXAMINATION OF CONTRACT DOCUMENTS**

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

**11. INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they may submit a written request for interpretation or clarification to the Purchasing Department at least five (5) days prior to the date set for proposal opening. Any interpretation or clarification of the documents



will be made at least three (3) days prior to the date set for proposal opening by Addendum issued by the District, and a copy of such Addendum will be mailed, emailed or otherwise delivered to each contractor that has requested a set of the documents. Questions and the District's responses will be copied to all bidders to ensure uniformity. The District will not be responsible for any other explanation or interpretation of the proposed documents.

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

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

**13. EQUAL PROPOSALS**

When proposals are equal they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.

**14. CONDITIONAL PROPOSAL**

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

**15. DEMONSTRATIONS**

If the District considers a need, proposers shall be required to arrange demonstrations of items. Failure to be able to provide such working demonstration may disqualify the proposal.

a) Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests, will upon request be returned at the proposer's expense.

b) All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in conjunction with furnishing articles for inspection shall be borne by the proposer.

**16. VALUE ENGINEERING COST SAVINGS**

The District is seeking a contractor with which it will partner that has direct experience and/ or can demonstrate an aptitude to "value engineer" or analyze a project's plans, components, and features, and suggest more efficient and cost effective methods or alternatives.

To assist the District in evaluating this aspect, please describe your experience on projects where the contractor was able to and did suggest and implement alternative approaches or methods that resulted in an overall savings in project cost without compromising system performance.

**17. PRICE PROPOSAL**

The District is requesting Firms to provide a price proposal with multiple components. These include, (1) the pricing for all of the components and features of the overall Project in the detail indicated in this RFP, and (2) the complete and final price for the Project as defined in this RFP. This shall include all parts, project management, engineering, programming, installation, testing / commissioning, rentals, subcontractor(s), sales tax, and a one year warranty on all new parts and labor

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

**18. CONTRACT DOCUMENTS/AGREEMENT**

The form of the Agreement which the successful proposer will be required to execute and return with its proposal is included in the RFP documents and should be carefully examined by the proposer. The Agreement will be executed in two (2) original counterparts. The complete contract documents consist of the following: the Notice to Proposers, the Information for Proposers, and the Agreement; including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, transportation, and services necessary for the proper delivery of all items called for in the Contract Documents.

**19. TERM AND CONTRACT RENEWALS**

This proposal is for one year only. If mutually agreeable, the District reserves the right to renew the contract for up to four (4) additional years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the proposer in writing thirty (30) days prior to the expiration of the contract.

**20. ASSIGNMENT**

No assignment by the proposer of any contract to be entered into hereunder or any part thereof, or of funds to be received by the proposer, will be recognized by the District unless such assignment has had the prior approval of the District and the surety has been given due notice of such assignment in writing and has consented in writing.

**21. TERMINATION FOR CONVENIENCE**

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

**22. TERMINATION FOR DEFAULT**

If the proposer refuses or fails to perform all or any part of its obligations, or fails to perform all or any part of its obligations in a timely manner, or if the proposer should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its sub-contractors should violate any of the provisions of this contract, the District may serve written notice upon him of its intention to terminate the contract. Such notice to contain the reasons for such intention to terminate the contract. Unless such violation(s) cease and arrangements satisfactory to the District for the correction thereof have been made within ten (10) days after the serving of such notice, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

**23. DAMAGES**

The District shall hold the successful proposer liable and responsible for all damages which may be sustained because of the proposer's failure to comply with any conditions herein. If the successful proposer fails to furnish or deliver any material, supplies or equipment at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful proposer. Costs accrued by the District for a purchase resulting from a failure to perform, shall be invoiced to the successful proposer or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. In addition, a charge of \$50.00 will be assessed to cover administrative costs for processing of third party orders resulting from non-performance.

**24. ETHICS**

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

**25. EQUAL EMPLOYMENT OPPORTUNITY**

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

**26. TOBACCO-FREE DISTRICT**

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

**27. DRUG-FREE WORKPLACE**

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

**28. FILING A PROTEST**

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

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

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

**29. WORKERS' COMPENSATION INSURANCE**

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

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

**30. LIABILITY INSURANCE**

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

Type of Coverage	Minimum Requirement
<b>Commercial General Liability</b> Including Bodily Injury, Personal Property Damage, Advertising Injury, and Medical Payments.  Each Occurrence General Aggregate	   \$1,000,000 \$2,000,000

<b>Automobile Liability Insurance – Any Auto</b>	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer’s Liability</b>	\$1,000,000

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

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

Certificates and insurance policies shall include the following clause:

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

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

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

**31. HOLD HARMLESS**

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

- a) Any injury, however caused, to person or property sustained by the proposer or by any person, contractor, or corporation employed directly or indirectly by him upon or in connection with this performance under the contract.
- b) Any injury to person or property sustained by any person, contractor, or corporation, caused by any act, neglect, default, or omission of the proposer or of any person, contractor, or corporation, directly or indirectly employed by him upon or in connection with his performance under the contract.
- c) Any liability that may arise from the furnishing or use of any copyrighted or non-copyrighted composition, secret process, or patented or non-patented invention under the purchase order. The proposer, at his own expense and risk, shall defend any legal

proceeding that may be brought against the District or the Board, their officers or employees, on any such claim or demand, and satisfying any judgment that may be rendered against them.

### **32. METHOD OF AWARD AND EVALUATION**

Public Contract Code section 20118.2 provides that school districts may procure certain technology, telecommunications, and related equipment under a competitive negotiation process, whereby a school district may consider factors in addition to price, such as contractor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, the broadest possible range of competing products and materials available, fitness of purchase, manufacturer's warranties, and similar factors, described below.

The evaluators will consider how well a contractor's proposed solution meets the needs of the District as described in the contractor's proposal. It is important that the responses be clear, concise and complete so that the evaluators can understand all aspects of the proposal. The District shall award this contract to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the school district with price and all other factors considered. If award is not made to the bidder whose proposal contains the lowest price, the school district shall make a finding setting forth the basis for the award.

The evaluation process is not designed to simply award the contract solely based on the lowest bid. Rather, it is intended to help the District select the right contractor with the best combination of professional attributes, experience, relevant skill-sets, and cost, based on the evaluation factors.

#### **District's Evaluation and Selection Process**

- 1) The District will review and evaluate all submitted documents received per this RFP.
- 2) Responses will be opened privately to assure confidentiality and avoid disclosure of the contents to competing respondents prior to and during the review, evaluation and negotiation processes.
- 3) Responses will be reviewed and weighed for responsiveness and evaluated pursuant to established objective criteria, as indicated below.
- 4) District staff intends to recommend one contractor (but reserves the right to recommend more than one contractor) to the District Board that, in staff's opinion, are most qualified.
- 5) If the District is unable to successfully negotiate a satisfactory agreement, at any time during this process, with terms and conditions the District determines to be fair and reasonable, the District may then commence negotiations with the next most qualified Firm in sequence until an agreement is reached or determination is made to reject all responses.
- 6) Final selection of a contractor, terms and conditions of any and all agreements and authority to proceed with noted services, shall be at the sole discretion of the District.
- 7) This RFP provides general and technical information as well as the required format for responses.

- 8) No other source of information, written or verbal, will be considered part of your proposal.

### **Screening and Evaluation of Proposals**

Each proposal will be reviewed based on the Evaluation Criteria set forth below. Each factor below will be scored from 1 to 5 (5 being the highest score), then a final score will be calculated for each proposal by applying the weighted percentage for each factor to the numerical scores given and adding each weighted score to arrive at a final sum. The contractor selection process will include the following evaluation and point assignment/rating criteria:

- A. Cost (40%):** Cost of equipment provided. Contractor with lowest price for the requested items will receive the most points for this factor.
- B. Options and Warranties (20%):** Fitness of purchase, manufacturer's warranties, and the broadest possible range of competing products and materials available.
- C. Prior Experience and/or References (25%):** Experience in providing similar equipment for public schools and/or community colleges in the State of California and experience with systems of similar scope and size in the educational, commercial, industrial, and government sectors, in addition positive input from client references.
- D. Company Experience, Background, Financial Health, Experience (15%):** Quality of contractor financing, performance reliability, standardization, life-cycle costs, delivery timetables and quality of support logistics.

In its discretion the Board may award a contract for the project to a responsive contractor, or may reject all proposals and may, but is not required to, rebid the project. If the Board awards a contract for this proposal, it will be to the contractor who secured the highest point value based on the factors identified in the Information for Proposers. If two or more responsive contractors' proposals receive the same highest point value, the District shall determine the successful contractor by means of drawing a name out of a hat, witnessed by three (3) impartial staff members.

**District's Discretion:** The purpose of this RFP is to assist the District in selecting an experienced and qualified contractor of network equipment based on price and overall evaluation, as determined by the District in its sole discretion. Therefore, the District has and shall retain the sole discretion to implement any methods or procedures for selection of a contractor of network equipment as the District deems appropriate in order to secure the most cost-effective solution for the District. Without limiting the foregoing, such procedures may include review of proposals and interviews of one or more contractors of network equipment by a review and selection committee composed of any of the Districts employees, officials of other public agencies, consultants, community members and/or others. The District reserves the right to request additional information and/or clarifications from any or all contractors of network equipment that respond to this RFP.

**Evaluation Criteria:** The criteria set forth above, will be the basis for which the District makes its award, with price being most heavily weighted factor in the decision. Not all of the criteria set forth in the evaluation to determine the best fit for the District can be completely objective. The District will make its determination based on the best interests of its students, faculty, staff and business operations of the District and the technical scoring system in place will be used to identify the qualified proposal that meets the evaluation standards and will be most advantageous to the District. The District's decision will be final.

Each proposal 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.

**33. CONFLICTS CHECK**

The District reserves the right, before any contract award is made, to require any contractor to whom it may make a contract award, to do a conflict's check and disclose all actual and potential conflicts to the District. In the event a conflicts check is required, the District will provide a list of major contractors doing a significant amount of business with the District. The potential contractor must disclaim in writing any conflict of interest. Furthermore, the District reserves its rights to reject the selected contractor if its conflicts check reveals actual conflicts and go to the next preferred contractor.

**34. CONTACT WITH GOVERNING BOARD**

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

**35. PRIVACY**

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

**36. GOVERNING LAW AND VENUE**

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

**37. ATTORNEY'S FEES**

If suit is brought by either party to this contract to enforce any of its terms, including all component parts of the contract documents, and the District prevails in such suit, the



proposer shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees and investigation expenses.

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

Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 6250, *et seq.* Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Contractor that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a CPRA request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Contractor agrees, by submission of its response for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the CPRA.

**39. SCOPE OF WORK:**

**Indoor IP Speaker:**

Qty 145 x AtlasIED IPX Speaker version: IP-SDH (<https://www.atlasied.com/ip-sdh>)  
Qty 145 x AtlasIED IPX Enclosure version: IP-SEA-SD

**Outdoor IP Speaker:**

Qty 65 x AtlasIED Speaker IP-HVP (<https://www.atlasied.com/ip-hvp>)  
Qty 65 x AtlasIED Enclosure IP-SEST-HVP

**Indoor Hallway IP Speaker:**

Qty 15 x AtlasIED Speaker IP-DDS (<https://www.atlasied.com/ip-dds>)

**40. SPECIFICATIONS**

Contractors shall only submit proposals for equipment that complies with the specifications in Sections 26-01-00, 26-05-33, 26005-34 and 27-15-00, attached hereto for a system to service the facilities depicted in the CAD Representations attached.

**41. STANDARDIZATION**

Pursuant to Public Contract Code Section 3400(c)(2), the District has made a finding that certain brand or trade names found in PUHSD Master Spec for the IP Page System are necessary in order to meet the unique requirements of this Project.

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Perris Union High School District, a school district organized and existing under the laws of the State of California (“District”) , and \_\_\_\_\_ (“Contractor”) for:

### RFP #052119

#### IP PAGING SPEAKER EQUIPMENT

In consideration of the mutual covenants contained in this Agreement, the District and Contractor agree as follows:

1. THE CONTRACT DOCUMENTS: The complete contract consists of the following Contract Documents, which are hereby incorporated by this reference:

Notice to Bidders  
Information to Proposers  
Agreement  
Contractor Profile  
Proposal Form  
Payment Terms  
Non-Collusion Affidavit  
Workers Compensation Certification  
Equal Opportunity Statement  
Drug-Free Workplace Certification  
Tobacco Free School Certification  
Suspension and Debarment Certification  
Specifications and CAD Representations

The Contract Documents shall include all modifications duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the “Contract Documents” or the “Contract.”

2. CONTRACT TERM: The term of this Agreement shall commence upon execution of this agreement by all parties. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement. The term of this Agreement shall be for one (1) year from the award date. Upon mutual agreement by both parties (i.e., Contractor and the District), this agreement may be renewed for additional one (1) year terms not to exceed a total of five (5) years.

3. SERVICES, MATERIALS AND SUPPLIES: The Contractor agrees to furnish the item or items of the stated proposal listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the Specifications and other Contract Documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said Contract before date of delivery. It is understood by the Contractor that all items or service will be promptly delivered to the District.

4. CONTRACT PRICE: The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including any applicable sales, use or other taxes or costs, the sum of which is based on the amounts stipulated on the accepted proposal.

5. PAYMENTS. The Contractor shall submit a detailed invoice that includes, at a minimum, the purchase order number and detailed list of the item(s) ordered, which shall also be provided in duplicate at the time of delivery. District shall pay Contractor the full amount of each invoice within thirty (30) days of receipt. Contractor shall furnish District with a recap of items upon request.

6. TERMINATION FOR DEFAULT: If Contractor fails or neglects to supply or deliver any of the goods, articles, or service at the prices named in the Contract Documents, the District may, without further notice or demand, cancel and rescind this Contract or may purchase said goods, supplies, or services elsewhere, and hold Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of Contractor in performing any of the terms and conditions of this Contract. It is specifically agreed that time shall be of the essence of this Agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

7. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may, in its sole discretion, apply such withheld amount or amounts to the payment of such claims.

8. EXTRA OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the Contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.
- b) By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and the District provides its written consent.

9. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon full execution of this Agreement by the parties. The Contractor is obligated to completely and satisfactorily perform the Contract within the time period(s) specified in the Contract Documents.

10. THE DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall remedy such defect in a manner satisfactory to the District.

11. REMOVAL OF REJECTED ITEMS: All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

12. PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either Party the Contract shall be physically amended to make such insertion or correction.

13. HOLD HARMLESS: Contractor agrees to defend and hold harmless the Perris Union High School District, its Board, officers, directors, agents, employees, and independent contractors, individually and collectively, from and against all costs, expenses, losses, claims, demands, suits, actions, payments, judgments (including legal and attorney fees), or other liabilities of any nature, arising from death, personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above-named persons that (a) occur in connection with the performance of the professional services set forth herein by the Contractor or any of its officers, employees, agents, or subcontractors; or (b) arise from any act, omission, or breach by the Contractor or any of its officers, employees, agents, or subcontractors in connection with the professional services set forth herein. The foregoing shall include, without limitation, all claims, demands, actions, liens, judgments, damages, losses, costs or expenses, or other liabilities incurred by reason of:

(i) Liability for (a) death or bodily injury to persons; (b) damage or injury to, loss (including theft), or loss of use of, any property; (c) any failure or alleged failure to comply with any provision of law or the contract documents; or (d) any other loss, damage or expense, sustained by any person, contractor or corporation or in connection with the work or services called for in the Contract Documents.

(ii) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of the Contractor or any person, contractor or corporation employed by the Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, contractor or corporation, including the District, arising out of or in any way connected with the work or services covered by the contract documents, whether said injury or damage occurs either on or off the District's property.

(iii) Any dispute between the Contractor and any Subcontractor, supplier, surety or other party, including, without limitation, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any subcontractor or material suppliers of any tier or any other person employed in connection with the work or services, and/or filing of any stop payment notice or mechanic's lien claims.

(iv) Breach of any warranty, express or implied.

(v) Failure of the Contractor or its subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement.

(vi) Products installed in or used in connection with the work or services performed.

(vii) This obligation to defend, indemnify, and hold harmless includes any actions by third parties under Labor Code section 2810.

14. ATTORNEYS' FEES: If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the Contract Documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.

15. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor and is not an officer, employee or agent of the District.

16. INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Information to Proposers. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor.

The Contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

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

18. NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Governing Board for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

19. TERMINATION: This Agreement may be terminated by the District upon thirty (30) days written notice to Contractor. The District’s right to terminate under this paragraph shall be in addition to any other rights reserved to District under this Contract.

20. AUTHORITY TO EXECUTE: The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

21. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Contractor, by execution of this Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date set forth above.

**CONTRACTOR:**

**DISTRICT:**

\_\_\_\_\_

Perris Union High School District

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

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

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

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

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

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

Governing Board Approval Date: \_\_\_\_\_

RFP #052119 IP Paging Speaker Equipment  
**CONTRACTOR PROFILE**

Please include and following information, and responses to the following questions in your proposal:

- 1.) Company name, address, telephone number, email address, webpage address.
- 2.) Provide the location of your local office nearest the District, your main office if different.
- 3.) A brief history of the company.
- 4.) Contractor's license number(s). Indicate if the Firm's license(s) has been revoked or suspended within the last five (5) years.
- 5.) Number of years in business.
- 6.) Number of full-time employees.
- 7) Names of senior management (if a local office for a company with national representation, local office senior management).
- 8.) Signatory status of officer(s) of the company.
- 9.) Type of business (e.g., corporation, partnership, etc.).
- 10.) Provide a claims statement indicating any and all suits or claims in which the contractor or its personnel were parties and which related to public school projects in the last five (5) years. If a suit or claim was limited to a claim from a subcontractor to the Firm or a supplier to the Firm and did not include a project's owner, it is not necessary to include that suit or claim in your claims statement.
- 11.) Prior Relevant Experience:  
  
List a minimum of three (3) projects contractor has completed in the last five (5) years that have a similar scope and size of the Project identified herein, located within approximately seventy-five (75) miles of the District's administrative offices. For these projects, please provide:
  - i) Project name / identification.
  - ii) Project address / location.
  - iii) Project owner, contact person, and telephone number that may be used as a reference. If the project was performed for a general contractor or an electrical contractor, include names and contact information.
  - iv) Scope of work.
  - v) Original completion date.
  - vi) Date completed.
  - vii) Initial contract value/ final contract value

RFP #052119 IP Paging Speaker Equipment  
**PROPOSAL FORM**

The Perris Union High School District, acting by and through its Governing Board (“District”):

1. Pursuant to and in compliance with the Notice to Proposers and other documents relating thereto, the undersigned proposer, having familiarized the terms of the Contract, the Specifications, and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, all in strict conformity with the specifications and other contract documents, including Addenda Nos. \_\_\_\_, \_\_\_\_, \_\_\_\_, and \_\_\_\_ on file at the Purchasing Department of the District for the prices for the articles listed herein.
2. It is understood that the District reserves the right to reject this proposal in whole or in part; to waive informalities in the proposal or RFP process, and that this proposal shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for the opening of this proposal.
3. It is understood and agreed that if written notice of the acceptance of this proposal is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening of the proposal, or at any time thereafter before this proposal is withdrawn, the undersigned agrees that after receipt of notification of award, the contract will be executed. Proposer will provide products and services in the time specified in the contract documents.
4. Notice of acceptance or request for additional information should be addressed to the undersigned at the address stated below.
5. Total amount of our proposal transferred from the last page of the proposal sheets is  
\$ \_\_\_\_\_.

\_\_\_\_\_ Dollars

I, \_\_\_\_\_, the \_\_\_\_\_ of the proposer, hereby certify under  
Name of Signer Title

penalty of perjury under the laws of the State of California, that all of the information submitted by the Proposer in connection with this proposal and all of the representations made herein are true and correct.

Executed on this \_\_\_ day of \_\_\_\_\_, 2019 at  
\_\_\_\_\_, \_\_\_\_\_, California.  
City County

Legal Name of Proposer \_\_\_\_\_  
Company

By \_\_\_\_\_  
Signature of Authorized Officer or Agent Printed Name of Authorized Officer or Agent

**NOTE:** If proposer is a corporation, the legal name of the corporation shall be set forth above together with the signature of an authorized officer or agent; if the proposer is a partnership, the true name of the contractor



shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if proposer is an individual, his name and signature shall be placed above.

**TO BE COMPLETED BY PROPOSER:**

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

RFP #052119 IP Paging Speaker Equipment  
**NON-COLLUSION AFFIDAVIT**

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

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

\_\_\_\_\_ being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer had not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has directly or indirectly colluded, conspired, connived, or agreed with any proposer of anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

---

Signature of Corporate Office

Date

RFP #052119 IP Paging Speaker Equipment  
**WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700 in relevant part provides:

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

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

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

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

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

\_\_\_\_\_  
Title

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

RFP #052119 IP Paging Speaker Equipment  
**EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

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

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

\_\_\_\_\_  
Printed Name of Above

\_\_\_\_\_  
Title

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

RFP #052119 IP Paging Speaker Equipment  
**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

RFP #052119 IP Paging Speaker Equipment  
**TOBACCO-FREE SCHOOL CERTIFICATION**

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

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

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

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

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

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

\_\_\_\_\_  
Printed Name of Above

\_\_\_\_\_  
Title

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

RFP #052119 IP Paging Speaker Equipment  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named proposer on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 for the purposes of submission of this proposal.

(Corporate Seal)

BY \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

As the awardee under this contract, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, for the purposes of award of this contract.

(Corporate Seal)

BY \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

RFP # 052119 IP Paging Speaker Equipment

**SPECIFICATIONS AND CAD REPRESENTATIONS**

SECTION 26 01 00-ELECTRICAL GENERAL PROVISIONS

SECTION 26 05 33-CONDUIT AND FITTINGS

SECTION 26 05 34-OUTLET AND JUNCTION BOXES

SECTION 27 15 00- IP PAGE SYSTEM

PVHS-CAD-FINAL

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