Business Services
Contracts Office

5735 47

Notice to Responders

qualified

Leased Dark or Leased Lit Fiber Services for E-Rate Year 22 project ("Project"). Contracts will be awarded by the Board under the provisions of Education Code section 17406 *et seq*.

The Governing Board of the District is planning to select a contractor for the Project at its regular Board meeting on February 21, 2019. The Board reserves the right to postpone or cancel this selection. The meeting will be held at 6:00 p.m. at Serna Center Community Rooms, 5735 47th Avenue, Sacramento, California.

The District reserves the right to cancel or revise this RFP in part or in its entirety. If the District cancels or revises the RFP, all Responders will be so notified by addenda. The District also reserves the right to extend the date on which responses are due, the date on which it announces the results of its best value analysis, or the date on which the award will be made.

The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, or gender in con

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Request for Proposals

configured at a 1Gbps service for the first 5 years, increasing to 5Gbps for years 6-10, and 10Gbps for years 11-20.

8. Cost Proposal will include:
   Costs for Services by site See Cost Proposal Section
   Include costs for both Leased Dark Fiber and Leased Lit Fiber options, as specified
9. All Leased Lit Fiber proposals must have the option to upgrade bandwidth incrementally as needed during the term of the contract if Leased Lit Fiber option is chosen.
10. All sites listed must have the option to downgrade bandwidth as needed during the term of the contract if Leased Lit Fiber option is chosen.
11. Pricing for 60 Month (Five Year) contract terms for Leased Dark Fiber and Leased Lit Fiber.

Request for Proposals

Request for Proposals
Leased Dark or Leased Lit Fiber Services for E-Rate Year 22

summer recess and provide the maximum amount of time during the summer to install these critical networks.

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

6. Invoicing
   The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount

Responders must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

Proposal Format

In order for the proposal to be considered, said proposal must be clear, concise, complete, well organized, and demonstrate s qualifications, and ability to follow instructions. The quality of answers, not length of responses or visual exhibits is important. Responder shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form.

Responders shall submit one (1) original signed proposal, four (4) additional hard copies, and one (1) digital copy (flash drive) in write protected PDF format. The proposals shall be organized in the format listed below and shall be limited to thirty (30) pages (excluding attachments and appendice aper with all responses bound with tabs separating each section. Responders shall read each item carefully and answer accurately to ensure compliance with District requirements.

Failure to provide all requested information or deviation from the required format may result in disqualification.

1. **Cover Letter**
   A signed letter of interest (no more than one page) stating the Responder qualifications in providing the services as outlined in the RFP. Cover letter should include contact name, address, telephone number, and email address.
2. **Responder Service Provider Information**
3. **Letter of Agreement**
4. **Cost Proposals**
5. **Addendums**
6. **Completed and signed Submittal pages**

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Responders may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solut

All requirements must be addressed in your proposal. Non-responsive proposals will not be considered. All responses, whether selected or rejected, shall become the property of the District. Submission of a proposal indicates acceptance by the Responder of the conditions contained in this request for RFPs, unless clearly stated and specifically noted in the proposal submitted and in the contract between the District and the Responder selected. Firms are responsible for checking the website periodically for any updates or revisions to the RFP. All proposals will be considered valid and prices will be considered fixed for a period of sixty (60) days following submission.

Proposals may be withdrawn by the proposer prior to the time fixed for the opening of RFPs, but may not be withdrawn for a period of sixty (60) days after the date set for submittal of proposals.

consent or *et seq*.

No business entity, including any agent of such entity, shall directly or indirectly contact any District Board of Education member immediately before or during the RFP process of any project on which the business entity intends to or has submitted a RFP. Any vendor violating this policy shall be deemed disqualified from the RFP. Should such contact come to light after the RFP is awarded and the entity was deemed the successful Responder, the Board reserves the right to cancel any contract awarded, in which case, the vendor shall be liable for any damage incurred by the district. The Board shall exercise its best judgment for the benefit of the district in making a decision whether to proceed or not, depending on all of the facts and circumstances.

All information submitted is to be considered public knowledge and will be subject to the Public Records Act or any other applicable laws.

Selection

Upon receipt of proposals, the
Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing Responders prior to and during the review and evaluation process. Following selection of a Responders pursuant to this RFP, proposals may be subject to disclosure in accordance with applicable law.

Evaluation Panel

A review and selection committee composed of key District officials and consultants will review and evaluate all proposals.

Evaluation Criteria

The Sacramento City Unified School District reserves the right to select the firm that best meets the needs of the District, based on the following criteria:

Cost 30%
Design 20%
Extent of positive experience with District and/or other Public Agencies in California (including references) 20%
Company Size and Stability 10% x

Terms and Conditions

Compliance with Laws

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

Compliance with Statutes

Consultant hereby warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the delivery of the services offered.

Insurance Requirements & Indemnity

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

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than $2,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers,

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

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part, 85, Sections 85, 105 and 85.110

The applicant certifies that it and its principals:

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

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or

b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
c. The protest must refer to the specific portions of all documents that form the basis for the protest.
   (1) Without limitation to other bases for protest, an inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if bmitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
   (2) Without limitation to other bases for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
      (a) The subcontractor is registered prior to the bid opening.
      (b) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
      (c) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
d. The protest must include the name, address and telephone number of the person representing the protesting party.
e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

<u>E-Rate Participation</u>

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

<u>E-Rate Spin</u>

Each vendor providing services to the District as part of the E-Rate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPINs6e30057>7<04B00481<4<003>4<0y isils ac1 7arie Librari

John Bidwell Elementary	1730 65th Avenue	Sacramento	CA	95822
John Cabrillo Elementary	1141 Seamas Avenue	Sacramento	CA	95822
John D. Sloat Elementary	7525 Candlewood Way	Sacramento	CA	95822
John F. Kennedy High	6715 Gloria Drive	Sacramento	CA	95831
John H. Still K-8	2250 John Still Drive	Sacramento	CA	95832
John Morse Therapeutic Center	1901 60th Avenue	Sacramento	CA	95822
Kit Carson International Academy	5301 N Street	Sacramento	CA	95819

NIF (Non-Instructional Facilities)

Center Staff	520 18th Street	Sacramento	CA	95811
Nutrition Services	5100 El Paraiso Avenue	Sacramento	CA	95824

Cost Proposal – RFP # 435

Responder Company Name:_____
Responder Name:_____
Responder Title:_____
Responder SPIN:_____

Request for Proposals
Leased Dark or Leased Lit Fiber Services for E-Rate Year 22

Sites	Total NRC for Dark Fiber	MRC for Dark Fiber (Maint. & Operation costs)	MRC for Lit Fiber 1 Gbps	MRC for Lit Fiber 2 Gbps	MRC for Lit Fiber 10 Gbps	Latitude/ Longitude coordinates for site

RFP Form

RFP # 435
Sacramento City Unified School District
5735 47th Ave.
Sacramento, California 95824

To: Superintendent and Members of the Board of Education

The undersigned, doing business under the full and complete

Business Services
Contracts Office
5735 47th Avenue, Sacramento, CA 95824
(916) 643-2464

Jorge Aguilar, Superintendent
Dr. John Quinto, Chief Business Officer

Letter of Agreement

Pursuant to the terms of Sacramento City Unified School 435 for Leased Dark Fiber Service
#435 dated (mm/dd/yyyy) _____, (Name of Company) _____ will provide the equipment and services per RFP # 435 effective the date of issuance of Sacramento City Unified School District Purchase Order(s).

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

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

Sacramento City Unified School District	_____
	(Name of Company)
_____	_____
Authorized Representative Signature	Authorized Representative Signature
Date: _____	Date: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: 5735 47th Avenue	Address: _____
Sacramento, CA 95824	_____
Email: _____	Email: _____
Phone: _____	Phone: _____

Fingerprint Certification

RFP # 435

Responder Certification

I, _____, am an authorized representative of/doing business as (Name of Responder/consultant) _____, and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s)

Statement of Non-Conflict of Interest

RFP # 435

The Responder hereby warrants that he or she has no business or financial interests that are in conflict with his or her obligations to the District and further agrees to disclose any such interest which may be acquired during the life of an agreement with the District. The Responder also certifies that it and its members are not, officers, agents, or employees of the District, nor have they been since January 1, 2001.

_____

Signature

_____

Printed Name

_____

Title

_____

Responder

_____

Date

Insurance Acknowledgement

RFP # 435

Notice to Bidders regarding Indem

general liability insurance coverage in a sum not less than $2,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

Designated Subcontractors List

Workers' Compensation Certification