



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

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REQUEST FOR PROPOSALS

For

LEASED DARK FIBER SERVICES

For

E-RATE

Request for Proposal Issued: February 7, 2018

Deadline for Submittal of Proposals: March 7, 2018

RFP 18-430

# Request for Proposals for Leased Fiber Services for E-Rate

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# Request for Proposals for Leased Fiber Services for E-Rate

## Compliance with Laws

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

## RFP Schedule

February 7, 2018	RFP Issued
February 21, 2018	Questions Due to District
February 28, 2018	Responses/Addendums Issued
March 7, 2018	Proposals Due
March 7-9, 2018	Proposal Review/Scoring
March 15, 2018	Award at Board of Education Meeting

# Request for Proposals for Leased Fiber Services for E-Rate

## Project Scope

The Sacramento City Unified School District is seeking Leased Dark Fiber and Leased Lit Fiber proposals to connect the designated District HUB location to our school locations and other District facilities.

## Requirements

The Sacramento City Unified School District is requesting bids for construction of a fiber optic network utilizing Leased Dark or Leased Lit fiber to connect the District Hub to 16 school sites. The preferred topology for this network is a "hub and spoke" with point-to-point circuits to each school site from the designated hub site.

1. Vendor must provide only 2 strands of fiber for each site. If possible, provide a cost allocation showing that only 2 strands will be charged to the District for each fiber run.
2. Vendors must provide KMZ files for fiber runs.
3. Vendors must list longitude/latitude information for each site to certify accuracy.
4. Project must be completed within 12 months; vendor cannot begin billing for a circuit until the circuit has been completed to the District's satisfaction.
5. Ongoing Monthly Recurring Costs for Maintenance and Operations for Leased Dark fiber circuits must be specified.
6. All proposed plans should include detailed billing.
7. Provide a Return on Investment (ROI) cost comparison between Leased Dark Fiber and Leased Lit Fiber circuit options over a 20 year period assuming each Lit Fiber site is 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 (Exhibit B)
  - 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. Unless otherwise agreed upon, the contract start date will be July 1, 2018, contingent upon E-Rate funding. The District will have perpetual rights to use the fiber with the first right of refusal after the initial contract term is up.
12. Prices to remain firm through SLD approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the District and documented with new price sheet sent to the District Office.
13. All equipment/services costs must be new and included and identified separately.
14. Manufacturer must warrant all parts and equipment.
15. Vendor must be a certified reseller of parts and equipment.



# Request for Proposals for Leased Fiber Services for E-Rate

## Responder Service Provider Information

Responders must provide the following Service Provider information:

1. Length of time business has provided this type of service.
2. Responder Service Level Agreement (SLA) included in proposal.
3. Indicate any options available.
4. Show applicable discounts separately, if applicable.
5. An implementation timeline proposal starting July 1, 2018.
6. Indicate how charges will be incurred as services are implemented.
7. Responders must include 3 reference sites using your service. References from a District, School, Library or a County Office of Education in California are preferred. Please include the following information:

Job Location

Contact name and telephone number

Date of contract

Project Description

Equipment/Service Installed

## Responder Service Provider Requirements

The Responder must meet or exceed minimum qualification requirements.

1. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
2. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/service-providers/step01/default.aspx>
3. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://apps.fcc.gov/coresWeb/publicHome.do>
4. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: [http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html)
5. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1 of the funding year.



## Request for Proposals for Leased Fiber Services for E-Rate

6. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
7. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USA C "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.
8. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
9. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

### Responder Service Provider Acknowledgements

1. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitution.
2. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
3. This offer is in full compliance with USA C's Free Services Advisory <http://usac.org/sl/applicants/step01/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.
4. Starting Services/Advance Installation: The annual E-rate Funding Year begins on July 1 and e-





# Request for Proposals for Leased Fiber Services for E-Rate

## Proposal Format

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# Request for Proposals for Leased Fiber Services for E-Rate

Proposals may-

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## Evaluation Criteria

Proposals will be evaluated 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%

Quote preparation, thoroughness and responsiveness to RFP requirements – 10%

Terms of Service and Implementation Timeline – 10%

## Award of Contract

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to the RFP, or to procure or contract for work. The

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# Request for Proposals for Leased Fiber Services for E-Rate

## Contract Format

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

## Terms and Conditions

### Compliance with Laws

This contract shall be in accordance with the laws in the State of California. All proposals 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 \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

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

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

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance

## Request for Proposals for Leased Fiber Services for E-Rate

Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

### Fingerprinting

Education Code section 45125.1 applies to this Agreement. Responder will certify that, pursuant to Education Code Section 45125.1, Responder will have conducted the required criminal background check of all its employees who may have contact with District pupils or unsupervised access to any District campus and shall certify that none of those employees have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). Upon verification from the DOJ that those persons fingerprinted have no record of a serious or violent felony, the Responder will so certify by signing and submitting to the Governing Board of District the certification form attached. Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by the DOJ as certified by the Responder shall constitute grounds for termination of this Agreement.

### Attorney Fees

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

### Governing Law and Venue

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

### RFP Acceptance or Rejection

This RFP does not commit the District to award a contract, to pay any cost incurred in the preparation of this RFP, or to procure services or supplies. The District reserves the right to accept or reject any or all proposals received in response to this request, to negotiate terms that will be in the best interest of the District, or cancel in whole or in part this RFP. All submitted proposals and information included therein shall become public records upon delivery to the District. All firms submitting a proposal should note that the execution of any contract would be contingent upon governing Board Approval. If these corrections result in significant changes in the amount of money to be paid to the consultant (if awarded the Agreement), the consultant will be informed of the err



## Request for Proposals for Leased Fiber Services for E-Rate

appropriated to support continuation of services for succeeding fiscal periods, the original contract may be renewed annually for a total time of contract not to exceed five (5) consecutive fiscal years.

### Board Contact

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

### Termination of Contracts/Purchase Orders

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

### Assignability

A contract is not assignable by Consultant either in whole or in part. The contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assignees of the respective parties hereto.

### Price, Terms, and Conditions

Price, terms, and conditions of this proposal are considered valid for sixty (60) days, from date of proposal opening, unless the offering party in writing allows for a longer period of time.

### Wage Scale

The District has determined the general prevailing rate per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract, which will be awarded to the successful bidder, to be as adopted by the Board of Supervisors of Sacramento City Unified School District.

### Bonds

A certified check, cashier's check, or bid bond in the amount designated on the Bid Form shall be

# Request for Proposals for Leased Fiber Services for E-Rate

## Patents, Etc.

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

## Signing of Proposals

The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The bidder's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

## Failure to Fulfill Contract

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

## Contract Exclusive

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

## Proprietary Information

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

## Conflict of Interest

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

## Debarment, Suspension, and Other Responsibility Matters

## Request for Proposals for Leased Fiber Services for E-Rate

The applicant certifies that it and its principles: Are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any Federal department or agency; Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of the certification; and Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this.

### Bid Protest

Bid protests shall be filed in writing with Sacramento City Unified School District Contracts Office, 5735 47<sup>th</sup> Avenue, Sacramento, California, 95824 by certified or registered mail, not later than three (3) bus



## Request for Proposals for Leased Fiber Services for E-Rate

### Delivery

All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.

### Public Works Contractor Registration Certification

If the bids for this Project are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

### Listing Subcontractors

Each firm shall include with the sealed proposal a list of the proposed subcontractors on this project. Forms for this purpose are furnished in Exhibit H.

### Worker's Compensation

In accordance with the provisions of Section 3700 of the Labor Code, contractor shall secure the payment of compensation to employees. Contractor shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which requires 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 the work of this contract." The certificate is included herein.





Exhibit A

Will C. Wood Middle

6201 Lemon Hill Avenue Sacramento CA



Exhibit B

Cost Proposal RFP # 430

Responder Company Name: \_\_\_\_\_

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

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

Responder SPIN: \_\_\_\_\_

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

Please provide pricing for 60-month contract terms below. Contract end dates should fall on June 30. Responders may also include pricing options based on a 36-month contract with 2 one year voluntary extensions using a second copy of this form.

Please include all estimated taxes, fees, and surcharges in all proposals. The District reserves the right to select the most favorable and appropriate solution for each site situation. Include any one-time installation costs, if any. Include costs to extend service from MPOE to the MDF/IDF at each site.

The District is requesting pricing options for Leased Dark Fiber and Leased Lit Fiber as follows:

1) Leased Dark Fiber pricing should be provided as a Non-Recurring Cost (NRC) that includes all installation costs, taxes and fees in the NRC with an ongoing Monthly Recurring Cost (MRC) for Maintenance and Operations; 2) Leased Lit Fiber pricing should be provided as a Monthly Recurring Cost (MRC) and should include all installation costs, taxes and fees in the MRC; and 3) Vendors have the option to provide a Monthly Recurring Cost (MRC) option for Leased Dark Fiber if available. After term pricing must also be provided.

Below pricing is for "point to point" fiber circuits from each school location listed below to the **Sacramento City Unified School District Office located at 5735 47th Ave, Sacramento, CA 95824** (the "hub" of the network).





Exhibit C

**RFP Form**

**RFP # 430**

Sacramento City Unified School District  
5735 47<sup>th</sup> Ave.  
Sacramento, California 95824

To: Superintendent and Members of the Board of Education

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Name of Bidder: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title of Signer: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Taxpayer's Identification No. of Bidder: \_\_\_\_\_

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

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

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

Web page: \_\_\_\_\_

Exhibit D

**Business Services**

**Contracts Office**

5735 47<sup>th</sup> Avenue, Sacramento, CA 95824  
(916) 643-2464

**Letter of Agreement**

Pursuant to the terms of Sacramento City Unified School District's RFP # 430 for Leased Dark Fiber Service

Fingerprint Certification

RFP # 430

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

Exhibit F

Statement of Non-Conflict of Interest

RFP # 430

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.

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Signature

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Printed Name

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Title

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## Insurance Acknowledgement

RFP # 430

Notice to Bidders regarding Indemnity and Insurance Requirements

Summary of Indemnification and Insurance Requirements:

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to Sacramento City Unified School District (Buyer). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by Buyer.
2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this





Exhibit H

Designated Subcontractors List

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

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

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

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

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

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

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

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

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

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_