

Request for Proposal # 21-04

LEASED DARK FIBER E-RATE YEAR24

Proposal Due Date: Friday, February 1 9, 2021 by 4:00pm

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Request for Proposals for LEASED DARK FIBER or E-Rate Year 24

Notice to Responders

LEASED DARK FIBER or E-Rate Year 24

The Governing Board of the District intends to select a contractor for the Project at its regular Board meeting on March 4, 2021. The Board reserves the right to postpone or cancel this selection. The meeting will be held at 6:30 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, ancestr

- 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 01, 2018, contingent upon E-Rate funding.
- 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 Sacramento City Unified School 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.
- 16. Vendor can provide alternative financing options compatible with the E-Rate program, if available.

Leased Dark Fiber Maintenance

Operations and Maintenance Practices: The District will require on-going maintenance and operations of the fiber. When pricing maintenance and operations, the respondent should include an overview of fiber maintenance practices, including:

Call before you dig locate services;

Routine maintenance and inspection,

Scheduled maintenance windows and scheduling practices for planned outages,

Fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used, and who performs the monitoring,

Handling of unscheduled outages and customer problem reports, description of what service level agreement is included, and what alternative service levels may be available at additional cost,

What agreements are in place with applicable utilities and utility contractors for emergency restoration,

Repair of fiber breaks,

Replacement of damaged fiber,

Replacement of fiber which no longer meets specifications,

Policies for customer notification regarding maintenance

Leased Dark Fiber Maintenance Service Level agreement

Respondents must include the following:

Commitment to proactively monitor fiber 24/7/365 In case of outage or service impacting incident, commitment to inform fiber lessee of any fiber outage or cut within 30 minutes of occurrence

guidelines.

7. Within one (1) week of award, the awarded Service Provider must provide the

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, postcommitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <u>https://www.usac.org/e-rate/service-providers/step-2-responding-tobids/lowest-corresponding-price/.</u>

Responder Service Provider Acknowledgements

- 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.
- 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 complianc https://www.usac.org/e-rate/applicant-process/competitive-bid60003002400470059>3000HFRVW

infrastructure necessary for those services can be considered as also delivered on July 1.

- 5. Early Funding Conditions:
 - Category 1

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

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

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (Telecommunications Services and Internet access). The complete text can be Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share. Additionally, if the service qualifies for California Teleconnect Funds then the service provider will invoice the California PUC.

7. FCC/SLD Auditability

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Responder

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

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

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 RFPs received in response to this request, to negotiate terms that will be in the best interest of the District, or cancel in whole or in part this RFP. All submitted RFPs and information included therein shall become public records upon delivery to the District. All firms submitting a RFP should note that the execution of any contract would be contingent upon governing Board Approval. 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 errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

Term/Extension

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

Board Contact

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

Termination of Contracts/Purchase Orders

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

<u>Assignability</u>

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.

<u>Price, Terms, and Conditions</u> Price, terms, and conditions o

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.

Debarment, Suspension, and Other Responsibility Matters

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

The applicant certifies that it and its principles:

c. The protest must refer to the specific portions of all documents that form the basis for the protest.

These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Further, the failure to comply with these protest requirements will constitute a waiver of the right to challenge and forever bar the Responder from challenging, whether before the District or any administrative or judicial tribunal, any particular RFP(s), the RFP process or any ground not set forth in the protest. The District will provide a written response within 30 working days to any timely RFP protest.

E-Rate Participation

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

E-Rate Spin

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

<u>Brands</u>

When a particular brand or brand and model number are named in connection with any item, it is -29(nu)-9(mb)-45.68 Tm0 g0 G[is)-32(-29(nu)-9(mb)-45.68 Tm0 g0 G[is)-32Tm8sci)3(ts713-2

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.

List of Sites <u>Sacramento City Unified School District</u>

School	Address	City	ST	Zip
District Office - Serna Center	5735 47th Avenue	Sacramento	CA	95824
Purchasing/Warehouse	3051 Redding Avenue	Sacramento	CA	95820

Any other location within the Greater Sacramento Area designated by the District

RFP Form

RFP21-04 Sacramento City Unified School District 5735 47th Ave. Sacramento

Name

Chief Business Officer

Title

5735 47th Avenue Sacramento, CA 95824

Address

Rose-f-ramos@scusd.edu

Email

916-643-9055

Phone

Name

Title

Address

Email

Phone

Fingerprint Certification

RFP21-04

Responder Certification

I,, am an aut	horized representative of/doing business
as (Name of Responder)	, and hereby certify that, pursuant to
Education Code Section 45125.1, this business entity	y has conducted the required criminal
background check(s) of all its employees who may	/ have contact with District pupils or
unsupervised access to any District campus of the Sad	cramento City Unified School District on
behalf of this business entity, and that none of those	se persons have been reported by the
Department of Justice as having been convicted of a seri	ous or violent felony as specified in Penal
Code Sections 667.5(c) and/or 1192.7(c).	

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

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

Executed this_____day of _____, 20____, in_____County, California.

Name of Responder/Consultant (printed)

Name/Title of Authorized Representative (printed)

(Signature)

Statement of Non -Conflict of Interest

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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.

Signatur	e	
Printed I	Name	
Title		
Respond	ler	
Date		

Insurance Acknowledgement

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Notice to Responders regarding Indemnity and Insurance Requirements

Commercial General Liability and Automobile Liability Insurance

Contractor shall procure and maintain, during the life of the contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor and District, from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from operations under this Contract. This coverage shall be provided in a form at least as broad as Insurance Services (ISO) Form CG 0001 11188. Contractor shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability, and Any Auto including owned, non-owned, and hired, are included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.

-insured retention for its Commercial General Liability Insurance policy shall not exceed \$25,000 unless approved in writing by District.

All such policies shall be written on an occurrence form.

Excess Liability Insurance

Contractor may procure and maintain, during the life of this Contract, an Excess Liability Insurance Policy to meet the policy limit underlying policy limits are less than required.

There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Excess Liability Insurance Policy. Any Excess Liability Insurance Policy shall be written on a following form and shall protect Contractor, District, State, Construction Manager(s), Project Manager(s), and Architect(s) in amounts and including the provisions as set forth in the Supplementary Conditions (if any) and/or Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability

<u>Subcontractor(s):</u> Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance (if Subcontractor elects to satisfy, in part the insurance required herein by procuring and maintaining an Excess Liability Insurance Policy) with forms of coverage and limits equal to the amounts required of the Contractor.

In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.

es engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Su

out of or relating to the performance of the work or related activities.

Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the agreement.

Insurance Policy Limits

Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

Commercial	Product Liability and	\$1,000,000 per occurrence;
General Liability	Completed Operations, Fire	\$3,000,000 aggregate
	Damage Liability Split Limit	
Automobile	Combined Single Limit	\$1,000,000
Liability Any Auto		
Workers		Statutory limits pursuant to
Compensation		State law

exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the California Department of Industrial Relations.

The Contractor shall give prompt notice to the District in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if the

herein shall be determined to be void or unenforceable, in whole or in part, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the

provided herein. Further, the Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.

In any and all claims against any of the Indemnitees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor limited in any way by any limitation on the amount or type of damages, compensation, or

acts, disability benefit acts, or other employee benefit acts.

The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District, Architect and Construction Manager have received written agreement from the Contractor that they will unconditionally defend the District, Architect and Construction Manager, their officers, agents and employees, and pay any damages due by reason of settlement or judgment.

The defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Agreement.

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

Signature

Date

Printed Name & Title

Responder

Bid Bond

RFP21-04, Leased Dark Fiber for E-Rate Year 24

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, _____

and

corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto State of California

as Obligee, in the sum of

q 0 0 1 3G1 72 461.86 Tm0 g0 G[q 0 0 1 3G1 72 461.86 Tm0 g0 G[15.86 Tmo do - 0 0 1 3G1 72 461.86 Tm0 g0 G

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the ______ day of ______, 20____.

Principal

By

(Affix Corporate Seal)

(Affix Corporate Seal)

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Suret y and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.