

Request for Proposal #20-09

E-RATE YEAR 23

Proposal Due Date: Wednesday, March 4, 2020 by 4:00pm

Contact: Jessica Sulli, Contract Specialist Sacramento City Unified School District 5735 47th Avenue, Sacramento, CA 95824

Telephone: (916) 643-2464

Email: <u>Jessica-Sulli@scusd.edu</u>

Webpage: www.scusd.edu/rfp

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Notice to Responders

NOTICE IS HEREBY GIVEN that the Sacramento City Unified School District, acting by and through its Board of Education, hereinafter referred to as SCUSD or the District, will receive up to, but no later than March 4, 2020 at 4:00 p.m. sealed RFPs from qualified Responders for the award of contracts for the following:

RFP 20-09

Ethernet Service E-rate Year 23

Questions

All questions regarding this RFP are due on or before February 19,2020 via email to: sulli@scusd.edu
20-09 Q . Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be posted on the District website by February 26,2020. It is the responsibility of the prospective Responder to check the website, www.scusd.edu/rfp for updates or addenda.

Due Date

Proposals are due at the District Office for time and date stamping at or before 4:00 p.m., March 4, 2020. One original proposal, four copies, and one digital copy (PDF format: flash drive) of the RFP must be submitted in a sealed envelope, clearly marked RFP 20- to Sacramento City Unified School District, 5735 47th

Scope of Work

The District is soliciting proposals from Responders for Telecommunication Service for a month-tomonth or multi-year contract for point to point Lit Fiber Optic Ethernet Transport Services E-Rateable Service. All equipment included will be owned and maintained by the awarded service provider with no option for transfer of ownership to the lessee.

Requirements for Ethernet Services

This section defines specifications for Telecommunications Services for the Sacramento City Unified School District. A list of school and site locations is attached.

- 1. All plans proposed should include detailed billing.
- 2. Lines must be Point to Point from School sites to Host Site.
- 3. Host site (District Office) connections must be able to:

Support IEEE 802.1Q VLAN Tagging which meets District VLAN tagging needs. Support TCP/IP for routing purposes which meets District routing needs. Handoff can be 1Gbps copper or Fiber

4. Cost Proposal will include:

Costs for Services by site See Cost Proposal Notes:

- i. Existing Service is AT&T Ethernet Services
- ii. Existing Line 1 District Office has consolidation

network topology.

- 5. All sites listed must have the option to upgrade bandwidth incrementally as needed during the term of the contract.
- 6. All sites listed must have the option to downgrade bandwidth as needed during the term of the contract.
- 7. Proposed terms should include Month-to-Month, Three-year (36 Month) term with option for two annual extensions and/or a Five-year (60 Month) term. Unless otherwise agreed upon, the contract start date will be July 1, 2020.
- 8. 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.
- All equipment/services costs must be new and included and identified separately.
- 10. Manufacturer must warrant all parts and equipment.
- 11. Vendor must be a certified reseller of parts and equipment.
- 12. Vendor must participate in the California Teleconnect Program.

Responder Service Provider Information

- 1. Length of time business has provided this type of service.
- 2. Responder Service Level Agreement (SLA) for your proposal.
- 3. Indicate any and all options available or proposed.
- 4. charges, or for the entire point-to-point circuit.
- 5. Please show applicable discounts separately, if applicable.
- 6. An implementation timeline proposal starting July 1, 2020.
- 7. Indicate how charges will be incurred as services are implemented.

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8. Responders must include 3 reference sites using your service 3 years or more. References from a School, Library or a County Office of Education in California are preferred.

Job Location

Contact name and telephone number

Date of contract

documents, the Board may revoke the award to that Responder and award to the Responder that submitted the next highest ranked proposal.

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 District reserves the right to reject any and all RFPs for any reason whatsoever. The District may waive informalities or irregularities in RFPs received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other RFPs. The issuance of this RFP and receipt of responses does not commit the District to award a contract. The District expressly reserves the right to postpone response opening for its own convenience, to accept or reject any or all responses (in whole or portions) received to this RFP, to negotiate with more than one Responder concurrently, or to cancel all or part of this RFP. Decisions to award contract(s) as a result of this RFP are final and without appeal.

Contract

The contract awarded as a result of this solicitation shall be a fixed price contract for which the offered price will include all labor, material, equipment, services, software, hardware, travel, shipping, and price administrative cost, associated with providing the products and services listed herein and offered by proposer.

Contract Type

Depending on the dollar amount if the award(s), the contract(s) resultiatductsn

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

- c. Party filing the protest must have actually submitted an RFP Response.
- d. An RFP respondent may not rely on the RFP protest submitted by another RFP respondent but must timely pursue his or her own protest.
- e. Protest must include name, address and telephone number of person(s) representing protesting party.
- f. 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 RFP proposers who appear to have a reasonable prospect of receiving an award, depending upon outcome of protest.
- g. RFP respondent whose RFP proposal has been protested may submit a written response to the protest. Such response shall be submitted to the District no later than 4:00 p.m., no later than three (3) working days after the deadline for submission of the RFP award protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting RFP respondent and to all other respondents who appear to have a reasonable prospect of receiving and award, depending upon the outcome of the protest.
- h. The procedure and time limits set forth in this paragraph are mandatory and are each respondent's sole and exclusive remedy, in the event of RFP award protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the RFP award protest, including filing a Government Code Claim or legal proceedings.

open and conducting business.

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

model number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and model number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.

<u>Samples</u>

Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.

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 Di

List of Sites

Sacramento City Unified School District

Cost Proposal Month-to-Month - RFP 20-09

| Responder Company Name: | _ Responder SPIN: |
|-------------------------|-------------------|
| Responder Name: | Responder Phone: |
| Responder Title: | · |

Please provide pricing for a month-to-month contract on the below:

| Stes | Existing Ethernet Service | Monthly Recurring Costs for 100 Mbps | Monthly Recurring Costs for 1Gbps | Monthly Recurring Costs for 2Gbps | Monthly Recurring Costs for 5Gbps | Monthly Recurring Costs for 10Gbps | One time Installation Costs | Ourb to MPOE Costs |
|------------------------|---------------------------------|---|--|--|--|---|-----------------------------------|--------------------------|
| District Office (Host) | 2 Gbps | | | | | | | |
| REMOTE LOCATIONS | | | | | | | | |

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| . Responder Company Name: | Responder SPIN: | |
|--|------------------|--|
| Responder Name: Responder Title: | Responder Phone: | |
| Pease provide pricing for a 3-year term on t | the below: | |
| | | |
| Stes | | |

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Cost Proposal 5

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RFP Form RFP 20-09

Sacramento City Unified School District 5735 47th Ave.
Sacramento, CA 95624

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.

| Name of Company: | _ |
|--------------------------------------|---|
| Tax Classification: | _ |
| Tax I.D. Number: | _ |
| Address: | _ |
| | _ |
| | _ |
| | |
| Authorized Representative Signature: | |
| Name: | _ |
| Title: | _ |
| Date: | |
| Phone: () | |
| Fax: () | |
| C mail address | |

Sacramento City

Statement of Non-Conflict of Interest RFP 20-09

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, nor0 GE9 Tf10 012 792 reW*nBT/F5 11.04 Tf10 0 13

Insurance Acknowledgement RFP 20-09

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.
- 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
 agreement. These are the minimum required and do not in any way represent or imply that
 - available to Buyer and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1 all the Insurance coverage and limits carried by or available to the Contractor; or 2 the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to Buyer.
- 3. Contractor shall provide Buyer with Certificates of Insurance including all required endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Buyer before work begins. Buyer reserves the right to require fullcertified copies of all Insurance coverage and endorsements.

Indemnification & Insurance:

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, \$4,000,000 aggregate, 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,

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, 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.

welfare insurance. District shall not withhold or set aside income tax, Federal Insurance 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.

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

| Signature: | |
|-------------|--|
| Print Name: | |
| Title: | |
| | |
| Responder: | |
| Date: | |