

Notice to Responders	3
Questions.....	4
Due Date	4
Proposal Results.....	4
RFP Schedule	4
Responder Service Provider Information.....	6
Responder Service Provider Requirements	6
Responder Service Provider Acknowledgements.....	7
Proposal Format.....	9
Evaluation Criteria.....	11
Contract	12
Contract Format.....	12
List of Sites.....	18
Cost Proposal	19
RFP Form.....	20
Letter of Agreement	21
Fingerprint Certification.....	23
Statement of Non-Conflict of Interest	24
Insurance Acknowledgement.....	25
Designated Subcontractor List.....	29
Bid Bond.....	31

Questions related to this RFP should be submitted in writing to Jessica Sulli, Contract Specialist, at Jessica-Sulli@scusd.edu

The Sacramento City Unified School District is seeking proposals from Responders for Cabling Infrastructure at the following ten school sites: Earl Warren,

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 April 1, 2021.
6. Indicate how charges will be incurred as services are implemented.
7. Responders must include 3 references using your service. References from a District, School, Library or a County Office of Education in California are preferred. Please include:
 - Job Location
 - Contact name and telephone number
 - Date of contract

7. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "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://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.
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.

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.

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 hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Responder and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

8. Procurement of Additional Goods and/or Services/Coterminous Expiration During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Responder. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Responders must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

Proposals must be clear, concise, complete, well organized, and demonstrate Responder's qualifications and ability to follow instructions. The quality of responses, 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, three (3) 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).

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

A signed letter of interest (no more than one page) stating the Responder's interest and qualifications in providing the services as outlined in the RFP. Cover letter should include contact name, address, telephone number, and email address.

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

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

The District reserves the right to retain all RFPs and to use any ideas in a RFP regardless of whether the proposal is selected. 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.

The purpose of this RFP is to enable the District to select the proposal that represents the best value to the District. The term "best value" refers to the **best** combination of price, qualifications, and experience according to the evaluation criteria below.

Upon receipt of proposals, the District's selection advisory committee, composed of key **District** officials and consultants, will review each response to the RFP. 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.

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%

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.

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.

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 attached Letter of Agreement. 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.

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

Responder 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.

Independent Contractor

Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for

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

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.

Modifications

No oral or telephonic modification of any proposal submitted will be considered, and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the proposal opening.

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

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR

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.

RFP Protest

A Responder may file a protest against the award of the Contract to any other Responder by following the District bid protest procedures. The protest must be in writing, filed within three (3) business days after RFP award notification.

- a. Only a Responder who has actually submitted a proposal, and who could be awarded the Contract if the RFP protest is upheld, is eligible to submit an RFP protest. Subcontractors are not eligible to submit RFP protests. A Responder may not rely on the RFP protest submitted by another Responder.
- b. An RFP protest must contain a complete statement of any and all basis for the protest and all supporting documentation. Materials submitted after the



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 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.

5735 47th Avenue, Sacramento, CA 95824
(916) 643-2464

Jorge Aguilar, Superintendent
Rose Ramos, Chief Business Officer

Pursuant to the terms of Sacramento City Unified School District's RFP 21-02 for CABLING INFRASTRUCTURE, (Name of Company) _____'s response to RFP 21-02, dated (mm/dd/yyyy) _____, (Name of Company) _____ will provide the equipment and services per RFP 21-02

Name

Chief Business Officer

Title

5735 47th Avenue Sacramento, CA 95824

Address

Rose-f-ramos@scusd.edu

Email

Name

Title

Address

Email

Responder Certification

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

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

Notice to Responders regarding Indemnity and Insurance Requirements

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.

Contractor's deductible or self-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.

Contractor may procure and maintain, during the life of this Contract, an Excess Liability Insurance Policy to meet the policy limit requirements of the required policies if Contractor's 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

Contractor shall require its Subcontractor(s), if a

The insurance requirements set forth herein shall in no way limit the Contractor's liability arising 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.

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

	Product Liability and Completed Operations, Fire Damage Liability - Split Limit	
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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 Contractor's agreement to indemnify, defend, and hold harmless the Indemnitees as provided 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 Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as 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's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' compensation 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

Responder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Responder in or about the construction of the work or who will specially fabricate and install a portion of the work in an amount in excess of one-half of one percent (0.5%) of Responder's total Cost Proposal and the kind of work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Responder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Responder fails to list as to any portion of work, or if Responder lists more than one subcontractor to perform the same portion of work, Responder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of work, state the portion of the kind of work that each subcontractor will perform.

If further space is required for the list of proposed subcontractors, attach additional sheets showing the required information, as indicated below.

_____ CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

_____ CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

_____ CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

_____ CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, _____ as Principal ("Principal"),

and _____ as Surety ("Surety"), a 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 the Sacramento City Unified School District ("District") of Sacramento County, State of California as Obligee, in the sum of

_____ Dollars (\$ _____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two (2) bonds, one (1) guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within _____ days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,

COVID-19 SITE WALK SAFETY PRECAUTIONS WILL BE ENFORCED:

Only one (1) representative from a company is allowed to attend a site-walk.

Prior to attending the site walk, all attendees must fill out the attached questionnaire for COVID-19 screening. Questionnaires will be collected immediately prior to the site walk.

All attendees will be required to wash or sanitize their hands prior to the start of the site walk. Hand sanitizer will be provided by the District.

No physical contact is allowed. This means, but is not limited to: handshaking, high-fives, elbow bumping or fist bumping.

Face coverings are required to be worn by all persons (District staff and visitors).

- These face coverings must cover one's nose and mouth.
- Do not touch your face covering until you remove it, and then wash/sanitize your hands.

