

Request for Proposal #2020-SUSD-WAN

Multi-year Contract for E-rate Eligible Wide Area Network (WAN) Services

FCC FORM 470 # 200014606

Selma Unified School District
Technology Department
3036 Thompson Ave.
Selma, CA, 93662
559-898-6500

E-rate Funding Year 23 (2020-2021)

NOTICE TO BIDDERS

1. NOTICE IS HEREBY GIVEN The Selma Unified School District (“SUSD”, “Selma Unified”, “District”) wishes to receive proposals for Wide Area Network services for E-Rate Funding Year 23 (2020-2021). The District has 12 school and operational facilities including the District Office that are currently connected by a fully managed private WAN connected via 1000 Mbps connections provided by AT&T (Pacific Bell Telephone Company).
 2. The District wishes to receive vendor proposals covering the terms described below:
 - a. THREE years plus Two (2)- One year Optional Extensions
 - b. FIVE year terms
 3. The District will post the RFP, Prequalification documents, and Form 470 on the USAC EPC Portal site <http://www.usac.org/sl/tools/e-rate-productivity-center/default.aspx> and the District website: www.selmausd.org and <https://www.selmausd.org/cms/lib/CA50000095/Centricity/ModuleInstance/26/Request%20for%20Proposal%20No%202021%20SELMA%20USD%20WAN.pdf>
 4. Questions must be provided in writing and emailed to mbautista@selmausd.org. The subject line must read “BID 2020-21-SUSD-WAN”. The responses will be provided in an addendum and posted on the District’s website and on USAC’s EPC portal site.
 - a. The last day to ask questions is **3:00 PM on Tuesday, FEBUARY 14, 2020**. In the event that there is a discrepancy in documentation posted in multiple locations, the controlling (master) document will always be located at the District’s website.
 5. Sealed proposals should be delivered to SELMA UNIFIED SCHOOL DISTRICT. Proposals must be received by the Selma Unified School District Purchasing Department no later than **3:01 P.M. on 03/18/2020**.
- SELMA UNIFIED SCHOOL DISTRICT
TECHNOLOGY DEPARTMENT
3036 Thompson Ave.
Selma, CA 93622
ATTN: Mark Bautista
6. An mandatory pre-bid site walk will be held on **02/12/2020 at 1:00 PM** at the SELMA UNIFIED SCHOOL DISTRICT Offices, located at Selma Unified School district, Selma, CA 93622, DISTRICT, hosted by the IT DEPARTMENT.
 7. If awarded the contract, the successful Bidder shall be required to furnish
 - i. A 100% Performance Bond,
 - ii. Criminal Background Investigation/Fingerprinting Certification.
 8. SELMA UNIFIED reserves the right to reject any and all proposals and to waive any informality, technical defect or clerical error in any Bid Proposal Package, as the interest of the SELMA UNIFIED SCHOOL DISTRICT may require. Any proposer may withdraw his/her proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals.

Equal Opportunity Employer

SELMA UNIFIED SCHOOL DISTRICT
RFP # 2020-SUSD-WAN

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RFP # 2020-SUSD-WAN
PROJECTED CALENDAR OF EVENTS

RFP Issue Date	01/29/2020
SUSD Internet Posting EPC web portal	01/29/2020
MANDATORY Pre-Bid Site Walk Scheduled with Systems Engineer	02/12/2020 (1:00 PM)
Schedule Pre-Bid Site Walk with: mbautista@selmausd.org	
Questions Due	02/14/2020 (3:00 PM)
Submit Questions to: mbautista@selmausd.org	
RFP Due Date and Time	03/18/2020 (10:00 AM)

GENERAL TERMS AND CONDITIONS

General This information to Bidders is in addition to any instructions or conditions stated elsewhere in the Contract Document.

Bid Proposals To receive consideration, Bid Proposals shall be made in accordance with the following instructions:

Deadline for Receipt of Proposals Proposals will be received prior to **3:01 PM on 03/18/2020** after which time the proposals will be opened and reviewed by the evaluation committee. Envelopes containing a proposal must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date and name of proposer, and submitted to:

SELMA UNIFIED SCHOOL DISTRICT
TECHNOLOGY DEPARTMENT
3036 THOMPSON AVE.
SELMA, CA 93622
ATTN: Mark Bautista

Proposals must be received no later than the time and date designated above. Proposals received later than the designated time and date will not be accepted. Facsimile (FAX) copies of the proposal will not be accepted.

1. Questions must be sent to Selma Unified School District and must be by February 14, 2020 by 3:00 PM. Questions received after that date will not be answered. SUSD is required to post both this RFP and Form 470 on the USAC EPC Portal site <http://www.usac.org/sl/tools/e-rate-productivity-center/default.aspx>. Questions and responses will be posted on the district's website and the EPC portal site. In the event that there is a discrepancy between in documentation posted in multiple locations, the controlling (master) document will always be located at [WWW.selmausd.org](http://www.selmausd.org) and http://www.selmausd.org/departments/administrative_services/fiscal_services/rfp
2. Proposals shall be received at the DISTRICT OFFICE, 3036 Thompson Ave, Selma, CA 93662, IT DEPARTMENT **before 3:01 PM on 03/18/2020**. Late submissions will not be accepted or considered.

THE BID – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Retain one copy for your file and return one complete set sealed in the envelope provided with the bid. Unsigned bids will not be accepted.

FAX BIDS – Facsimile copies of bids will not be accepted for formal advertised bids.

DEFINITIONS – Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.

NAME AND NATURE OF BIDDER’S LEGAL ENTITY – The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.

WITHDRAWAL OF BID – Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District’s consent or bidder’s recourse to public Contract Code Sections 5100 et. seq.

ASSIGNMENT OF CONTRACT OR PURCHASE ORDER – The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.

BID NEGOTIATIONS – A bid response to any specific item of this bid with terms such as “negotiable” “will negotiate” or of similar intent, will be considered as nonresponse to the specific item.

PRICES – Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder’s authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Alameda County for products listed herein.

TAXES – Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their bid and invoices. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required,

PERFORMANCE GUARANTEE – The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District's Purchasing Agent. A continuous performance bond in the amount of 100% of the total amount of the award executed by a surety satisfactory to the District and filed with the Purchasing Agent is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.

BRAND NAME AND NUMBER – The bidder(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the bid form. Should any item for which bids are requested be patented, or otherwise protected or designated by the particular name of the maker and the bidder desires to bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Purchasing Agent to be equal in all respects to that specified. If samples are requested by the Purchasing Agent for this determination, they shall be submitted in accordance with Paragraph 12, except that they may be submitted after the bid opening.

QUANTITY AND QUALITY OF MATERIALS OR SERVICES – The successful bidder(s) shall furnish and deliver the quantities designated in the bid or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications and the District's sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Purchasing Agent, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the bid specifications, the cost of such test shall be paid by the bidder(s). In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

DISTRICT REQUIREMENTS – The quantity shown is the estimate of consumption annually for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

ACCEPTANCE OR REJECTION OF BIDS – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District’s acceptance of one item shall be contingent upon the District’s acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.

BID EXCEPTIONS – All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered and a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of the bids.

AWARDS – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

EXECUTION OF CONTRACT – Issuance of a Purchase Order shall evidence the contractual agreement between the bidder(s) and the District and the bidder’s acceptance of these Bid Instructions and Conditions.

DELIVERY – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the bid form. Each item shall be securely and properly packed and clearly marked as to contents. All items purchased for delivery by truck or freight line shall be palletized. The preferred pallet size should be 48” long by 40” wide. All shipments shall be accompanied by a packing slip and the District purchase order number shall appear on all cases and packages.

MATERIAL SAFETY DATA SHEETS – For all products requiring a Material Safety Data Sheet – The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.

DEFAULT BY CONTRACTOR – The District shall hold the bidder(s) responsible for any damage, which may be sustained due to failure to comply with any terms or conditions, listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such

default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder.

INSURANCE – The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers’ Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder’s operations under the contract. Also, the bidder may be required to file proof of such insurance, naming SELMA UNIFIED as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident. Property Damage shall be \$500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).

INVOICES AND PAYMENTS – Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to Accounts Payable, 3036 THOMPSON AVE, SELMA, CA 93662, DISTRICT OFFICE , IT DEPARTMENT. Invoices shall be submitted under the same firm name as shown on the bid. The successful bidder(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

MISCELLANEOUS PROVISIONS:

- A. Assignment of Contracts – The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond and the District.
- B. Binding Effect – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.
- C. Severability – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- D. Amendments – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

- E. Entire Agreement – This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- F. Force Majeure Clause – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
- G. Hold Harmless Clause – The successful bidder agrees to indemnify, defend and save harmless SELMA UNIFIED, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.
- H. Prevailing Law – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.
- I. Governing Law and Venue – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in STANISLAUS COUNTY.
- J. Permits and Licenses – The successful bidder(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.
- K. Contract Documents – The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications and drawings, if any, the bid and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

- L. Independent Contractor – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the District.

- M. Anti-discrimination – It is the policy of the SELMA UNIFIED Board of Education, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.

- N. Termination Without Cause – This Agreement may be terminated by the District upon giving thirty days advance written notice of an intention to terminate.

- O. Product Shortages – If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1) E-RATE CONTINGENCY

The project herein IS contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. 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.
- b. 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>
- c. 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://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. 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

- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2020.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. 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.
- h. Service Providers must have a valid USAC Form 473 on file for the entire E-Rate funding year 2017, 2018 and 2020
- i. 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.
- j. 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.
- k. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC
<http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
- l. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. 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 Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. 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.
- d. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/sl/applicants/step02/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 expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2020 funding year (July 1, 2020). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

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 (<http://eratecentral.com/files/fcc/DA-02-3365.pdf>, released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:
<http://www.usac.org/sl/applicants/step05/installation.aspx>

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (https://apps.fcc.gov/edocs_public/attachmatch/FCC-14-99A1.pdf released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

5) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding 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.
- b. 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.

6) 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. Respondent 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 Respondent 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.

7) 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 Respondent. 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. Respondents must state in their proposal that they

acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of _
(Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _

Title: _

Phone Number: _

Email: _

Service Provider Name:

NONCOLLUSION DECLARATION
(TO BE EXECUTED BY AND SUBMITTED WITH PROPOSAL)

SELMA UNIFIED SCHOOL DISTRICT

RFP No. 2021-SUSD-WAN
Multi-Year Contract for
E-rate Eligible
Wide Area Network (WAN) Services

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Date

Name of Vendor

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

RFP No. 2021-SUSD-WAN

Multi-Year Contract for
E-rate Eligible
Wide Area Network (WAN) Services

Proposal Submitted by:

To be signed by authorized company agent.

_____	_____	_____	Name
of Company	Address	-	
_____	_____	_____	
Signature	City	State	Zip Code
_____	_____	_____	
Print Name	Phone Number	Fax Number	
_____	_____	_____	
Title	Email Address		
_____	_____		
Federal Tax ID #	SPIN #		

RFP No. 2021-SUSD-WAN

Multi-Year Contract for
E-rate Eligible
Wide Area Network (WAN) Services

SERVICE PROVIDER PRIMARY CONTACT

Name of Company

Address

Signature

City

State

Zip Code

Print Name

Phone Number

Fax Number

Title

Email Address

REQUEST FOR REFERENCES

TO BE EXECUTED AND SUBMITTED WITH BID

All Proposers shall submit with their proposal at least three (3) previous jobs of similar scope and size in the last five years. They must include a contact name and phone number for verification purposes. Failure to provide reference may result in your bid being determined non-responsive.

1. _____
Name of Reference Contact Person

_____ Phone/Fax

Contract Period

Scope of Work

2. _____
Name of Reference Contact Person

_____ Phone/Fax

Contract Period

Scope of Work

3. _____
Name of Reference Contact Person

_____ Phone/Fax

Contract Period

REQUESTED SERVICES AND DISTRICT TOPOGRAPHY

[Selma Unified School District], hereafter referred to as Applicant, is requesting proposals for delivery of wide area network (WAN) services to the district. Service is expected to originate at the district hub site and be delivered to the eligible service locations. All locations, with addresses and demarcation points, are listed in the attached pricing sheet. The new service is being planned to begin on March 1, 2021 which represents the expiration of the current leased WAN service.

Section 2: Service Requests

1. Applicant is seeking bids for five services. Respondents may bid one, all, or any combination of options. See Section 3 for requirements of each solution.
 - a. The first service is a fully managed, leased lit fiber solution.
 - b. The second service is a leased dark fiber solution with multiple contract options:
 - i. A traditional, year to year lease that is billed monthly and includes fiber maintenance as part of this monthly recurring cost.
 - ii. A long-term IRU agreement with one-time IRU fees paid up-front and fiber maintenance as a separate service. The IRU agreement between Applicant and the fiber lessor will include terms outlining survivability of the IRU in case the lessor is acquired, insolvent, or experiences any change in ownership.
 - c. The third service is for services provided over third-party networks. This is an E-rate Category 1 service option defined as point-to-point broadband service delivered over a service provider or other third party owned network. This service option is to represent any technology neutral third-party transport mediums including both fiber and non-fiber options. The service is a fully managed service, with the service provider supplying the equipment, provisioning the bandwidth and providing technical support/management of the service. Lit fiber service falls within this category.
 - d. The fourth service is for Category 1 network equipment to place any leased dark fiber or self-provisioned network solutions into service.
 - e. The fifth service is for maintenance & operations on any leased dark fiber solutions IF these costs are not included in the dark fiber lease or IRU..
2. Network Design and Construction Routes
 - a. Applicant will consider traditional network designs (such as hub and spoke) or alternative proposals. The applicant's stated decision criteria (outlined in the RFP) will be used to determine if an award is made as-a-result of this RFP. The applicant has, in accordance with E-rate guidelines, rated cost of service as the highest weighted factor in its decision criteria.
 - b. Due to current and future bandwidth needs, respondents are encouraged to provide dedicated infrastructure to Applicant. Designs are encouraged to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites and modulating equipment at each site is dedicated to Applicant and not shared in any way

with other customers. If this is not possible, then designs should limit the use of shared infrastructure as much as possible.

- c. Respondents should clearly illustrate proposed network design and construction routes. Respondents should show evidence that they looked at alternate routes for the build and should provide narrative language supporting rationale for chosen build route(s).
- d. Applicant is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination locations.

3. Special Construction

- a. In E-rate terminology, special construction refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.
 - i. Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) for more information.
- b. Special construction charges eligible for Category One support consist of three components:
 - i. construction of network facilities
 - ii. design and engineering
 - iii. project management
- c. If no new fiber is being installed, then any installation costs are considered standard non-recurring costs (NRC).
 - i. For leased lit fiber solutions requiring special construction, this means that the costs associated with building the fiber are considered special construction and the costs associated with the equipment required to activate the service are a standard NRC.
 - ii. For leased dark fiber solutions, equipment required by the Applicant to light the fiber are not considered special construction.
- d. Special Construction Payment Plan Option
 - i. The applicant requests that the respondents consider allowing Applicant to pay the non-discount share of special construction costs (portion of costs that are the responsibility of the applicant) to be paid in equal [monthly] installments over [five] years from Funding Year 2020 to Funding Year 2023 inclusive. Responses must include agreement or non-agreement of this request.
- e. Excess fiber strands for special construction projects
 - i. Self-Provisioned Networks
 - 1. Applicant understands and adheres to E-rate guidance that any cost allocation is for any unlit strands that will be used exclusively by the district in the future. There will be no third-party use of these excess strands.

- ii. All other solutions
 1. To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the district in accordance with FCC rules and orders.
 2. If, after the issuance of the Funding Commitment Decision Letter (FCDL), USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, Applicant will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.
- iii. For examples of cost allocation, please see document in Appendix A as prepared by the State E-rate Coordinators' Alliance (SECA).

Section 3: Solution Specifications

1. Leased Lit Fiber and Services Provided Over Third-Party Networks
 - a. Applicant must have dedicated, symmetrical transport bandwidth of [100 Mbps, 1 Gbps, 10 Gbps] between the designated endpoints.
 - b. The solution must be scalable to [1 Gbps, 10 Gbps, 40 Gbps].
 - c. Contract options are requested for [12 month, 36 month and 60 month] terms of service.
 - d. Each respondent is required to complete the attached pricing sheet with this RFP.
 - i. Special construction, monthly recurring cost, and any additional non-recurring costs are required to be broken out and listed separately.
 - ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - iii. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.
 - e. If a bandwidth upgrade is requested mid-contract the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 36-month contract, then 16 months of service must remain on the contract at the new bandwidth before a contract renewal is available.
 - f. All solutions must adhere to the following Service Level Agreement (SLA) terms and the terms found in Section 4:
 - i. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
 - ii. .25% frame/packet loss commitment
 - iii. 25ms round trip network latency commitment
 - iv. 10ms network jitter commitment

- v. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
 - vi. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.
2. Leased Dark Fiber
- a. Applicant must have [12 (12) strands (6 pair) or 12 (24) strands (12 pair)] of singlemode fiber from the hub to each eligible entity location.
 - b. Respondents are free to bid one or both contract options. It is not required to bid both.
 - c. Traditional leases
 - i. Contract options are requested for [36 month, 60 month, and 120 month] terms of service.
 - ii. Each respondent is required to complete the attached pricing sheet with this RFP.
 - 1. Special construction and monthly recurring cost are required to be broken out and listed separately.
 - 2. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - 3. No increased pricing will be allowed during the term of the quoted special construction and MRC rate in each pricing cell of the matrix.
 - 4. Traditional leases require fiber maintenance as part of the MRC and must adhere to the terms in section 5.
 - d. IRU
 - i. A [20] year agreement is requested.
 - ii. Each respondent is required to complete the attached pricing sheet with this RFP.
 - 1. Special construction, IRU fee, and monthly recurring cost for maintenance are required to be broken out and listed separately.
 - 2. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - 3. No increased pricing will be allowed during the term of the quoted special construction, IRU fee, and MRC rate in each pricing cell of the matrix.
 - 4. If special construction is required, Applicant expects significant reductions from prevailing market rates for the IRU fee and annual maintenance charges on all newly built segments.
 - 5. Fiber maintenance should be quoted as a separate from the IRU fee.
 - a. The fiber owner (not the district) must claim responsibility for repairs in the event of a

- catastrophic cut or relocate.
 - b. Describe the process for relocates including assumption of costs.
 - c. If maintenance cannot be quoted for entire time span of the IRU, please include alternate time span quote as well as explanation for the shorter time span.
 - d. Maintenance must adhere to terms found in section 5.
 - e. The provider will make all reasonable efforts to ensure 99.99% network availability of all leased fiber strands.
 - f. All leased dark fiber solutions are subject to the terms found in Section 4.
3. Category 1 Network Equipment
- a. Applicant requires network equipment with installation and configuration to place circuits into service at [1Gbps or 10Gbps] once leased dark fiber or self-provisioned fiber is available.
 - b. Network equipment should be [Cisco] or equivalent and must include all necessary licenses and/or software.
 - i. Any proposals for equivalent equipment must include an explanation outlining how the proposed equipment offers the same functionality as the example make and model.
 - c. Proposals should include an explanation of whether or not the proposed equipment supports higher bandwidths for future scalability and the ease of upgrading (e.g. a new SFP versus a new line card)
 - d. Each respondent is required to complete the attached pricing sheet with this RFP. If any part of the equipment cost is ineligible for Category 1 funding, this must be identified. Respondents must clarify equipment eligibility with USAC before submitting proposals.
 - e. Network equipment may be bid as a stand-alone service by anyone, even if they are not bidding on any fiber service.
4. Maintenance & Operations
- a. Applicant requires on-going maintenance of the fiber on leased dark fiber IRU that includes routine maintenance and inspection, as well as unscheduled break/fix maintenance.
 - b. Contracts and price quotes are requested for [36 month and 60 month] terms of service. Each respondent is required to complete the attached pricing sheet with this RFP.
 - c. Maintenance terms and conditions can be found below in section 5.

Section 4: Service Level Agreement

1. Network operations center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any

problems that may arise relative to its connection with vendor provided services.

2. Trouble reporting and response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.
3. Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
4. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
5. Trouble reporting, escalation and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the district.
6. Measurement: Time starts from the time the Customer contacts vendor and identifies the problem. Credits for outages should be the following:

Length of Service Outage	Credit is the following percentage of monthly recurring cost
Less than 2 hours	No Credit
Greater than two (2) hours and less than four (4) hours	5%
Greater than four (4) hours and less than eight (8) hours	10%
Greater than eight (8) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%
Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

7. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
8. Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.
9. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing Applicant.

Section 5: Fiber Maintenance Terms and Conditions

1. Respondent may offer maintenance services either themselves or through 3rd party subcontractors. In the case that maintenance is subcontracted out to a 3rd party, the respondent must hold and manage the subcontract and is ultimately responsible for the SLA.
2. Respondent shall maintain the applicable fiber seven days per week, twenty-four hours per day.
3. Upon notification from the district of a malfunction relating to the applicable fiber, respondent shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence.
4. Respondent should include an overview of maintenance practices including:
 - a. Routine maintenance and inspection
 - b. Scheduled maintenance windows and scheduling practices for planned outages
 - c. Marker and handhole inspection and repair
 - d. Handling of unscheduled outages and customer problem reports
 - e. What service level agreement is included and what alternative service levels may be available at additional cost
 - f. What agreements are in place with applicable utilities and utility contractors for emergency restoration
 - g. Repair of fiber breaks and mean time to repair
 - h. Replacement of damaged fiber and fiber that no longer meets specifications
 - i. Post repair testing
 - j. Policies for customer notification regarding maintenance
 - k. Process for changing procedures, including customer notification practices
 - l. Process for moves, adds, and changes
 - m. Process for responding to locate requests

Section 6: General Terms for All Proposals

1. **Failure to include any requested information noted as required by the respondent is grounds for disqualification.**
2. All costs required to deliver the proposed solution must be included in the bid. By submitting a bid, the respondent certifies that it has engineered a full solution including all monthly recurring charges, all installation charges and all special construction costs. Costs added to the quote after the respondent has submitted their bid are solely the responsibility of the respondent and not the applicant.
3. Description of Proposal
 - a. Respondent's proposal should include all sites for the option bid. If the respondent bids leased dark fiber or leased lit fiber – all sites must be included in the bid. Failure to include all sites in a bid option could be considered ground for disqualification.
 - b. Respondent will provide a description of their proposal for all services and solutions.
 - c. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made,

and other detail Applicant may find useful or necessary (or could differentiate the solution from a competing proposal).

4. Reselling and subcontracting
 - a. Any respondent who intends to resell or subcontract a lit service from a 3rd party must supply proof in writing that said party can provide service at all proposed Applicant locations.
 - b. If, at any point following the bid submission, any changes from the 3rd party alter the costs or significantly change scope of proposed service then Applicant will not be liable for the cost increase and reserves the right to disqualify the bid and cancel any signed contracts without penalty.
5. Timeline
 - a. For each response, respondents must include a timeline for bringing all sites online.
 - b. Proposals requiring little to no special construction should be able to bring all sites online by the March 1 start of the funding year.
 - c. For solutions requiring special construction, a schedule of bringing sites online must be included with an explanation of how this timeline shifts if the date of the E-rate funding commitment shifts.
6. Demarcation
 - a. All solutions must terminate service or infrastructure in the demarcation point at each address specified in the pricing sheet.
 - b. Solutions bringing service to the property line but not to the demarcation point are not acceptable.
 - c. Respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.
7. Network Diagram
 - a. For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint.
 - b. For self-provisioned responses, diagrams must include identification of aerial vs. buried fiber segments, detailed drawings showing fiber and equipment locations, and any other pertinent details (See Appendix B for more details).
 - c. For all other services, diagrams must show number of hops for each circuit and if they are routed through any aggregation hubs, equipment, or third-party facilities between hub site and each endpoint.
 - i. If this detailed information cannot be supplied, then at a minimum the quantity of each must be supplied in order to provide a picture of potential latency.
8. References
 - a. For each response, respondent must provide 3 references from current or recent customers (preferably K-12) with projects equivalent to the size of Applicant.
 - b. If respondent responds to more than one option (e.g. leased lit fiber service as well as leased dark fiber), provide 3 references for each.
9. E-rate Program Integrity Assurance (PIA) Review

- a. If their solution is chosen, respondents are required to promptly provide Applicant with any information being requested as part of PIA review.
 - b. Vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.
 - c. For all responses that include special construction, the respondent agrees to, by submitting its bid, produce all construction labor, construction materials and other cost information requested during PIA review.
 - d. All responses must agree, in writing, to this section with a yes or no answer. Answering no or failure to answer at all is grounds for disqualification.
10. Required Notice to Proceed and Funding Availability
- a. Applicant will follow the purchasing policies of the Applicant Board and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.
 - b. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the district's' issuance of a written Notice to Proceed.
 - c. E-rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding (including any state matching funds for special construction projects) does not come available.

QUALIFICATIONS

All vendors submitting proposals must demonstrate the ability to participate in the E-rate Program (i.e. must possess a SPIN number). The Vendor must demonstrate to SUSD's satisfaction that both the Vendor and the manufacturer(s) of the proposed systems are financially sound and are likely to remain strongly committed to the data communications field and the FRESNO COUNTY area for the next ten (10) years. Vendor must submit, with the proposal, a copy of their most recent annual report. If Vendor is not a public corporation or has no annual report available, verifiable financial information of a comparable nature to an annual report must be provided.

CONTRACT TERM

SELMA UNIFIED will be seeking a contract length of three (3) years with the option of extending the contract with two (2) – one (1) year term contracts and five (5) years. Funding for this project will be Category 1 E-rate Funding at the District discount rate. Any installation costs associated with the service delivery may be amortized over initial term and is to be included within the monthly service cost.

Winning vendor(s) will NOT submit any billing or perform any work BEFORE July 1, 2020, and not without the prior written acceptance of SUSD.

SUBMITTAL - REQUEST FOR PROPOSAL - TECHNICAL REQUIREMENTS

SUBMITTAL INFORMATION

1. Submittal – Each firm submitting a proposal shall submit a signed original proposal plus 3 copies of said proposal in a sealed envelope prominently marked with the Request for Proposal number, title, the due date, time, and the name of the organization submitting the response. Responses shall be on 8-1/2” x 11” paper and in electronic Compact Disc (CD) or USB format.
2. The “Cost Proposal” shall be provided within the response in a separate sealed envelope with the same identifying information and wording “Cost Proposal” prominently displayed on the exterior. Responses shall be on 8-1/2” x 11” paper and in electronic Compact Disc (CD) or USB format.
3. Proposal Deadline – Proposals shall be submitted to the IT DEPARTMENT, 3036 THOMPSON AVE, SELMA, CA 93662, prior to **3:01 PM 03/18/2020**. Proposals received later than the aforementioned date and time will be returned to the sender unopened. Facsimile (fax) copies of submittals will not be accepted.
4. Authorized Signatures – Proposals must be signed by an individual or officer of the firm authorized to legally bind Vendor when submitting the proposal. Unsigned proposals will not be accepted.
5. Withdrawal – Responses may be withdrawn by the firm submitting the information at any time prior to the closing date and time for receipt of responses, but may not be withdrawn for a period of one hundred and twenty (120) calendar days after the due date and time for receipt thereof. A proponent may withdraw their offer by submitting a written notification of its withdrawal signed by the proponent or authorized agent. Proponent may, thereafter, submit a new or modified offer prior to the designated submission time. Modification offered in any other manner, oral, or written, will not be considered. Final offers cannot be changed or withdrawn after the date and time designated for receipt.
6. Information Request(s) – In order to control information disseminated regarding this Request for Proposal, organizations interested in submitting responses are directed not to make personal contact with members of the governing Board, District Administration, or staff with the exception and permission of the individual listed below. All questions regarding this RFP are to be addressed to the individual listed below. Submit all questions via email only by February 14, 2020 by 3:00 PM.

MARK BAUTISTA, SYSTEMS ENGINEER
MBAUTISTA@SELMAUSD.ORG

Submit your company, contact name and email address to the person list above to be listed for any addenda's as needed.

7. Right to Accept or Reject – The Board of Education of the SELMA UNIFIED reserves the right to accept or reject any or all proposals in their entirety or any portions(s) thereof and to waive any informality or irregularity in the Request for Proposal. As the District is applying for “E-rate ” funding, the final decision to award or reject may be linked to the approval of the “E-rate ” application and granting of maximum funding commitment allowed by the Universal Service Fund through the “E-rate ” program. Proponents shall be responsible for any and all expenses they may incur in preparing proposals. All proposals submitted to the District shall remain the property thereof.
8. Forms of Agreement – The District reserves the right to incorporate standard contractual provisions into any agreement executed in response to this request and to require indemnification from hard and such insurance as may be stipulated by the District. In addition, the District shall require any contract awarded as a result of this RFP to incorporate the General Terms and Conditions.
9. Availability of Funds – The District’s obligation herein is contingent upon receipt by SELMA UNIFIED of the maximum funding commitment allowed by the Universal Service Fund through the “E-rate ” program. No legal liability on the part of the District for payment of any money shall arise unless and until funds are made available for this procurement through the “E-rate ” Program. The District may award a contract for all requirements outlined in the RFP, or any portion thereof, contingent upon the level of funding provided by the Schools and Libraries Division.
10. Equal Opportunity – It is the policy of the SELMA UNIFIED Board of Education that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in work because of race, color, ancestry, national origin, sex, or religious creed. Therefore, the proponent(s) agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment & Housing Act. In addition, the successful proponent(s) agrees to require like compliance by all subcontractors employed on the job by him/her.
11. Selection – In accordance with the Public Contract Code of the State of California Section 20118.1, the governing board of any school district may contract with an acceptable party who is one of the three lowest responsible proponents for the procurement or maintenance, or both, of electrical data processing systems and supporting software in any manner the board deems appropriate. The District will determine which proposal, taken as a whole, is in the sole opinion of the District deemed to serve best the current needs and future expansion of the District’s requirements. Accordingly, it shall be understood by all proponents that price is not necessarily the sole criterion to be used in the evaluation and selection process, and that if the lowest cost alternative is not of sufficient quality or if there is not sufficient assurance or evidence of sufficient quality to meet stated requirements, the District reserves the right to select another alternative of the same or a different proponents.

Proponents' past performance, equipment, and ability to perform and complete the intended contract and to render the maintenance and other support services described in this RFP throughout the life of the contract will be important elements, along with the proposed cost (Submittal II), in providing the basis for evaluation and selection. In all these matters, the decision of the District regarding the final selection of the successful proponents and the proposed solution, service, equipment and in awarding of a contract shall be final.

12. Quality of The Response – The Quality of the response(s) submitted will be evaluated on the following:

- A. Completeness
- B. Thoroughness
- C. Accuracy
- D. Compliance with Proposal Instructions
- E. The organization and conciseness of descriptive text material
- F. Ability to Participate in the "E-rate" program

13. Compliance – Responses that do not comply with instructions and forms may be eliminated from further selection.

BASIS OF SELECTION

1. Leased Lit Fiber, Leased Dark Fiber, or Services Provided Over Third-Party Networks

% Weight	Criteria
<i>Must be highest weighted criteria</i>	E-rate eligible recurring and one-time circuit costs ¹
35%	Complete bid submission ²
20%	Ability to support requirements of this RFP ³
15%	Proposed contract terms and conditions ⁴
10%	Service reliability and dedicated infrastructure ⁵
10%	E-rate ineligible recurring or one-time costs ⁶
10%	Provider references ⁷

2. Maintenance & Operations

% Weight	Criteria
<i>Must be highest weighted criteria</i>	E-rate eligible costs ¹
35%	Complete bid submission ²
25%	Ability to support requirements of this RFP ³
25%	E-rate ineligible costs ⁶
15%	Provider references ⁷

3. Category 1 Network Equipment

% Weight	Criteria
<i>Must be highest weighted criteria</i>	E-rate eligible costs ¹
60%	E-rate ineligible costs ⁶
40%	Compatibility with existing network infrastructure ⁸

4. Criteria Explanation
 1. E-rate eligible costs: the total cost of ownership for the eligible components of the proposed service. Total cost of ownership takes into account all one-time and recurring costs. Note that E-rate eligible costs refers to the pre-discount cost of the solution, not the post-discount portion of costs that are the responsibility of the Applicant. This criterion must be the highest weighted per E-rate program rules.
 2. Complete bid submission: Bids concisely address Applicant's requirements, as set forth in the RFP, and do not contain a significant amount of corporate boilerplate marketing information
 3. Ability to support requirements of this RFP: proposed solution clearly meets Applicant's requirements and needs
 4. Proposed contract terms and conditions: Proposed contract has flexibility and terms desired by Applicant
 5. Service reliability and dedicated infrastructure: Solution provides dedicated infrastructure for Applicant's service with no shared equipment or routing of traffic through aggregation hubs.
 6. E-rate ineligible costs: Any costs of the proposed service that are not eligible for E-rate funding. This does not refer to the post-discount portion of eligible costs that are the responsibility of the Applicant.
 7. Provider references: response included K12 references that were similar in size and scope
 8. Compatibility with existing network infrastructure: proposed equipment is easily compatible with the existing equipment used by the Applicant.
14. General – Failure to obtain the RFP following prescribed procedures or obtaining the RFP with insufficient time to adequately respond will not be accepted as a mitigating circumstance and will not result in the granting of special considerations or waivers of any kind. Failure to execute all enclosed forms as required may result in disqualification. The proposal submitted must describe a system where elements are currently available.
15. Addenda – In the event revisions to this document become necessary, addendum will be provided to all proponents receiving the RFP from the issuing office, following established procedures.
16. News Release – News released pertaining to the award resulting from this RFP shall not be made without prior written approval of the Purchasing Agent.
17. Disposition of Response – All materials submitted in response to this request will become the property of the District and will be returned only at the District's option and at the proponent's expense. The master copy shall be retained for official files and will become a public record. However, confidential financial information submitted in support of the requirement to show proponent's responsibility and proprietary

information will not be made public and will be returned upon request. Confidential and proprietary information must be identified as such.

The successful proponent must be able to fully participate in the E-rate program billing requirements and expect to receive reimbursement from the School and Libraries Division (E-rate) for the District's E-rate funding commitment. Awarded vendor will be required to utilize FCC Form 474 (Service Provider Invoice Process). XUSD will not participate in the FCC Form 472 (Billed Entity Applicant Reimbursement) process.

18. All pricing submitted shall be firm for a period of 120 calendar days from the proposal due date.

APPENDIX A –

Please see Attached Selma USD Pricing Sheet

APPENDIX B –
OSP Installation Specifications

Material Requirements

- Material will comply with those standards as established by UL or NEMA and shall be commercial grade. All materials will be new and free from defects.
- Selected contractor and its subcontractors will provide all material management to ensure that the project remains on track according to the project milestones,
- All due caution will be exercised in transporting and off-loading all materials to prevent any damage during shipping or placement. Any damage to any materials after their initial receipt and inspection by the respondent will be the sole responsibility of the respondent, who will replace such damaged materials at no additional expense to the district.
- Buried conduit shall be EMT (Electrical Metallic Tubing) multi-duct with at least three innerducts. EMT fitting shall be gland or set screw type, and each conduit shall be equipped with a graduated pull tape or rope.
- Unless specified by right-of-way owner, crossings will be two conduits, PVC-Sch 40 or better.
- The exact requirements for location and type of conduit within the building shall be verified with building owner.
- All Hand Holes shall be (State) DOT approved, 45,000 lb. load rated CDR or comparable enclosures on roadways and railways, and pedestrian rated hand holes for non-roadways and railways.
- Large-radius sweeps shall be provided where required for offset or change in direction of conduit. Bend radius rating of the cable must be adhered to for all conduit bends, pull boxes, and hand holes.
- Fiber must be single-mode with the following specifications:
 - TU-T G.652.C/D compliant
 - Maximum Attenuation @ 1310nm: 0.34 dB/km
 - Maximum Attenuation @ 1385nm: 0.31 dB/km
 - Maximum Attenuation @ 1550nm: 0.22 dB/km
- Connector types should be LC unless otherwise specified by the district.
- Any warranties associated with the fiber and any other outside plant materials must revert to the district as the fiber owner upon completion of construction,

Specifications

Survey

- Comply with all ordinances and regulations. Where required, secure permits before placing or excavating on private property, crossing streams, pushing pipe or boring under streets and railways. Pre-survey shall be done prior to each job.
- Respondent will locate underground lines of third parties in cable route area

Permits and Traffic Control

- The respondent must adhere to all applicable laws, rules and requirements and

must apply for permits to place infrastructure per specification per county or city ordinance applicable to where the infrastructure is being placed.

- All traffic control, in accordance with local, state, county, or permitting agency laws, regulations, and requirements, will be the respondent's responsibility. The respondent's construction schedule will take into consideration sufficient time for the development and approval of a traffic control plan.

Tracer Wire Installation

- Tracer wire shall be placed with all conduit installed unless armored or traceable cable is used. The respondent will provide the tracer wire and shall install, splice and test (for continuity) the tracer wire. If the tracer wire is broken during installation, the wire should be repaired and tested for continuity after repair.
- For multi-duct installation, install a 5/8" X 8" copper clad ground rod in the hand-hole located on public right-of-way. Place a #12 insulated copper locate wire from the ground rod to the fiber optic termination room or to the outside of the building directly below the pull box and terminate on one side of an insulated indoor/outdoor terminal block to the master ground bar in the fiber optic termination room or place a ground rod on the outside of the building. Locate block in an accessible location. This is for "locate purposes only," not for grounding purposes. Note on as-built where ground is placed and tag located wire as "locate wire."

Depth of Burial

- Except where otherwise specified, the cable shall be placed to a minimum depth of 36" along roadways and 24" on private property. Greater cable depth will be required at the following locations:
 - Where cable route crosses roads, the cable shall be placed at a minimum depth of 48" below the pavement or 36" below the parallel drainage ditch, whichever is greater, unless the controlling authority required additional depth, in which case the greatest depth will be maintained.
 - Where cable crosses existing sub-surface pipes, cables, or other structures: at foreign object crossings, the cable will be placed to maintain a minimum of 12" clearance from the object or the minimum clearance required by the object's owner, whichever is greater.

Highway, Railroad, and Other Bored Crossings

- All crossings of state or federal highways and railroads right-of-way shall be made by boring and placing a pipe casing. The cable shall be placed through the pipe casing. Country road and other roadways shall be bored, trenched, or plowed as approved by the appropriate local authority.
- All work performed on public right-of-way or railroad right-of-way shall be done in

accordance with requirements and regulations of the authority having jurisdiction there under.

- Respondent shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn.
- Where the cable route crosses railroad right-of-way, the cable shall be placed at a minimum depth of 60" below the railroad surface or 36" below the parallel drainage ditch, whichever is greater, unless the controlling authority requires additional depth, in which case the greatest depth will be maintained.

Cable Markers

- Cable markers shall be placed within 48 hours of cable installation. Unless the right-of-way or property owner specifies otherwise, cable markers shall be placed at all change in directions, splices, fence line crossings, at road and stream crossings, and other points on the route not more than 1,000 feet apart.
- In addition, on highway right-of-way, the markers shall be located at the highway right-of-way line. Markers shall always be located so that they can be seen from the location of the cable.

Hand Holes

- Hand holes will be placed in accordance with standard industry practice following the specifications provided in the construction plans, typical drawings, and detail drawings. Special attention and planning must be exercised to ensure accessibility by other groups after construction has been completed.
- All hand holes unless otherwise stipulated by the drawings will be buried with 12" to 18" of cover at final grade.
- Immediately after placement, the soil around and over the hand hole will be tamped and compacted. Should any washouts occur, the respondent will be responsible for correcting the problem immediately without additional cost to the district.
- After cable placement, all ducts will be sealed.
- All splice hand holes/manholes will be grounded
- A minimum of 100' coil of cable shall be left in each hand hole/building for splicing use.

Splicing

- Fiber to fiber fusion splicing of optical fibers at each point including head ends is required.
- Complete testing services, such as end to end, reel testing, and splice loss testing, ORL, power meter/laser source testing and WDM testing is required.
- Individual splice loss will be 0.10 dB for single-mode unless after 3 attempts these values cannot be achieved, then the fibers will be re-spliced until a splice loss within 0.05 dB of the lowest previous attempts is achieved. Splice loss acceptance

testing will be based on the fusion splicer's splice loss estimator.

- All cables to buildings shall be fusion spliced within a minimum of 50' of entering a building at a location to be determined by the owner with an existing single mode fiber and terminated at customer's rack.

Aerial Plant

- District is open to aerial fiber runs using existing utility poles, but respondent must adhere to pole owners' requirements for clearances, spans, grounding, guys and attachments.

Testing Cable

- The respondent shall be responsible for on-reel verification of cable quality prior to placement.
- Completed test forms on each reel shall be submitted to the district.
- Respondent assumes responsibility for the cable after testing. This responsibility covers all fibers in the cable.
- The respondent shall supply all tools, test equipment, consumables, and incidentals necessary to perform quality testing.
- The cable ends shall be sealed upon completion of testing.
- In addition to splice loss testing, selected respondent will perform end-to-end insertion loss testing of single-mode fibers at 1310 nm and 1550 nm from one direction for each terminated fiber span in accordance with TIA/EIA-526-7 (OFSTP 7). For spans greater than 300 feet, each tested span must test to a value less than or equal to the value determined by calculating a link loss budget.

Restoration

- All work sites will be restored to as near their original undisturbed condition as possible, all cleanup will be to the satisfaction of the district and any permitting agencies.
- Respondent shall provide a brief description of restoration plan in the response, with the expectation that a more detailed restoration plan will be delivered prior to construction beginning.
- Work site restoration will include the placement of seed, mulch, sod, water, gravel, soil, sand, and all other materials as warranted.
- Backfill material will consist of clean fill. Backfilling, tamping, and compaction will be performed to the satisfaction of the district, the representative of any interested permitting agency, and/or the railroad representative.
- Respondent will be responsible for any restoration complaints arising within one year after the district's final acceptance.
- Excess material will be disposed of properly.
- Debris from clearing operations will be properly disposed of by the respondent/subcontractors as required by permitting agencies or the railroad.

Railroad ties, trees, stumps or any foreign debris will be removed, stacked, or disposed of by the respondent as per requirements by other interested permitting agencies, and/or the district.

- Road shoulders, roadbeds, and railroad property will be dressed up at the end of each day. No payment for installation will be permitted until cleanup has been completed to the satisfaction of any permitting agencies, and/or the district.
- Site clean-up will include the restoration of all concrete, asphalt, or other paving materials to the satisfaction of the other interested permitting agencies, and/or the district.

Documentation

As-built drawings will include:

- Fiber cable routes
- Drawings, site drawings, permit drawings, and computerized design maps and electronically stored consolidated field notes for the entire route must include:
 - Verification of as-built and computerized maps
 - Splicing locations
 - Optical fiber assignments at patch panels
 - Optical fiber assignments at splice locations
 - Installed cable length
 - Date of installation
 - Aerial installation documents should include
 - Pole attachment inventories
 - Pole attachment applications
 - Pole attachment agreements between respondent and other utilities
 - GPS points of reference for utility poles
 - Photo images of poles to which fiber is attached
 - Underground installation documents should include
 - Conduit design and detailing
 - Manhole detailing
 - Preparation of all forms and documentation for approval of conduit construction and/or installation,
- Fiber details will include:
 - Manufacturer
 - Cable type and diameter
 - Jacket type: singlemode
 - Fiber core and cladding diameter
 - Fiber attenuation per kilometer
 - Fiber bandwidth and dispersion
 - Index of refraction
- OTDR documentation will include:
 - Each span shall be tested bi-directionally from endpoint to endpoint.
 - Each span's traces shall be recorded and mapped. Each splice loss from each direction and the optical length between splices as well as any of the

information required by Span Map.

- Reel acceptance
- Individual fiber traces for complete fiber length
- Paper and computer disk records of all traces
- Losses of individual splices
- Anomalies
- Wavelength tests and measurement directions
- Manufacturer, model, serial number, and date of last calibration of OTDR
- Power Meter documentation will include:
 - Total link loss of each fiber
 - Wavelengths tested and measurement directions
 - Manufacturer, model, serial number, and date of last calibration for all equipment used

5.A.1 References, Standards, and Codes

Specifications in this document are not meant to supersede state law or industry standards. Respondents shall note in their response where their proposal does not follow the requested specification to comply with state law or industry standard.

The following standards are based upon the *Customer-Owned Outside Plant Design Manual (CO-OSP)* produced by BICSI, the *Telecommunications Distribution Methods Manual (TDMM)* also produced by BICSI, ANSI/TIA/EIA and ISO/IEC standards, and NEC codes, among others.

It is required that the respondent be thoroughly familiar with the content and intent of these references, standards, and codes and that the respondent be capable of applying the content and intent of these references, standards, and codes to all outside plant communications system designs executed on the behalf of the district.

Listed in the table below are references, standards, and codes applicable to outside plant communications systems design. If questions arise as to which reference, standard, or code should apply in a given situation, the more stringent shall prevail. As each of these documents are modified over time, the latest edition and addenda to each of these documents is considered to be definitive.

Table 1 — References, Standards, and Codes

Standard/Reference	Name/Description
BICSI CO-OSP	BICSI Customer-Owned Outside Plant Design Manual
BICSI TDMM	BICSI Telecommunications Distribution Methods Manual
BICSI TCIM	BICSI Telecommunications Cabling Installation Manual
	Customer-Owned Outside Plant Telecommunications Cabling Standard
TIA/EIA - 568	Commercial Building Telecommunications Cabling Standard
TIA/EIA - 569	Commercial Building Standard for Telecommunication Pathways and Spaces
TIA/EIA - 606	The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
TIA/EIA - 607	Commercial Building Grounding and Bonding Requirements for Telecommunications
TIA/EIA - 455	Fiber Optic Test Standards
TIA/EIA - 526	Optical Fiber Systems Test Procedures
IEEE 802.3 (series)	Local Area Network Ethernet Standard, including the IEEE 802.3z Gigabit Ethernet Standard
NEC	National Electric Code, NFPA
NESC	National Electrical Safety Code, IEEE
OSHA Codes	Occupational Safety and Health Administration, Code of Federal Regulations (CFR) Parts 1910 - General Industry, and 1926 - Construction Industry, et al.

VENDOR BACKGROUND

Please respond to each of the Items listed below:

- How large is your current client base? _
- Would we have an account team assigned to the District?
- Describe the members of the team and each person's responsibilities.
- How many customers does this account team handle?
- Would the account team be local?
- Provide an escalation list for the account team, with names, telephone numbers, and email addresses.
- For routine orders and changes, whom do we contact?
- Do you have your own service staff? If so, how many local technicians do you have?
- What is the location of the service staff?
- Are the technicians subcontractors?
- What hours are the technicians available?
- Describe how the technicians can be reached.
- How many technicians do you have on call?
- Who will be responsible for coordination of the installation