



**Request for Proposal #25-0116-1**

**CABLING INFRASTRUCTURE  
E-RATE YEAR 28**

**Proposal Due Date: Wednesday, December 4, 2024 by 3:00pm**

**Contact: Tina Alvarez-Bevens, Contract Analyst**

**Sacramento City Unified School District**

**5735 47<sup>th</sup> Avenue, Sacramento, CA 95824**

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**Webpage: [www.scusd.edu/request-proposals-and-qualifications-0](http://www.scusd.edu/request-proposals-and-qualifications-0)**

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## **Request for Proposals for CATEGORY TWO CABLING INFRASTRUCTURE for E-Rate YR 28**

### **Notice to Responders**

The Sacramento City Unified School District ("District") is seeking proposals from qualified providers ("Responders") for the **"RFP 25-0116-1 CATEGORY TWO CABLING INFRASTRUCTURE for E-Rate YEAR 28"** ("Project").

The Governing Board of the District intends to select a contractor for the Project at its regular Board meeting on January 16, 2025. The Board reserves the right to postpone or cancel this selection. The meeting will be held at 6:00 p.m. at Serna Center Community Rooms, 5735 47th Avenue, Sacramento, California.

The District reserves the right to cancel or revise this RFP in part or in its entirety. If the District cancels or revises the RFP, all Responders will be so notified by addenda. The District also reserves the right to extend the date on which responses are due, the date on which it announces the results of its best value analysis, or the date on which the award will be made.

The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, or gender in consideration for an award of contract.

### **Site Walk**

There will be a *mandatory* site walk of the following six school sites on Tuesday, October 22, 2024. The walk-through will start promptly at 8:00 a.m. beginning at Edward Kelly, 3340 Bradshaw Rd, Sacramento, CA 95827. Respondents should meet at the flagpole.

1. Edward Kelly 3340 Bradshaw Rd, Sacramento, CA 95827
2. O.W. Erlewine 2441 Stansberry Way, Sacramento, CA 95826
3. Thomas Jefferson 2635 Chestnut Hill Drive, Sacramento, CA 95826
4. Tahoe 3110 60th Street, Sacramento, CA 95820
5. Bear Flag 6620 Gloria Drive, Sacramento, CA 95831
6. Lisbon 7555 South Land Park Drive, Sacramento, CA 95831

***These following schools will also be cabled but do not require a mandatory walk through. Campus maps of these sites will be included in the RFP.***

7. Caleb Greenwood 5457 Carlson Drive, Sacramento, CA 95819
8. Camellia Basic 6600 Cougar Drive, Sacramento, CA 95828
9. Capital City 7222 24th Street, Sacramento, CA 95822
10. David Lubin 3535 M Street, Sacramento, CA 95816
11. Earl Warren 5420 Lowell Street, Sacramento, CA 95820
12. Golden Empire 9045 Canberra Drive, Sacramento, CA 95826
13. Hollywood Park 4915 Harte Way, Sacramento, CA 95822
14. Hubert Bancroft 2929 Belmar Street, Sacramento, CA 95826
15. John Cabrillo 1141 Seamas Avenue, Sacramento, CA 95822
16. Leataata Floyd 401 McClatchy Way, Sacramento, CA 95818
17. Mark Twain 4914 58th Street, Sacramento, CA 95820
18. Pony Express 1250 56th Avenue, Sacramento, CA 95831
19. Sequoia 3333 Rosemont Drive, Sacramento, CA 95826

## Questions

Questions related to this RFP should be submitted in writing to Tina Alvarez-Bevens, Contract Analyst, at [Tina-alvarez-bevens@scusd.edu](mailto:Tina-alvarez-bevens@scusd.edu) no later than October 30, 2024. Specify "**RFP for 25-0116-1 CABLING INFRASTRUCTURE for E-Rate Year 28**" in the subject line. Only questions submitted through this process will be accepted. Responses to all questions received will be posted on the District's website, <http://www.scusd.edu/request-proposals-and-qualifications-0> no later than November 1, 2024. It is the responsibility of the prospective Responder to check the website for updates or addenda.

## Due Date

Interested firms are invited to submit one (1) original signed proposal, three (3) additional hard copies, and one (1) digital copy (flash drive) in write-protected PDF format.

The proposal shall be submitted in the format provided and the complete proposal, together with any and all additional materials, shall be enclosed in a sealed envelope addressed and delivered no later than 3:00 p.m. on December 4, 2024, to **Sacramento City Unified School District, Contracts Office, 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824.**

The sealed envelope shall be marked on the outside lower left corner with the words "**RFP 25-0116-1 for CABLING INFRASTRUCTURE for E-Rate Year 28.**" If response is to be hand delivered Please contact Tina Alvarez-Bevens at [Tina-alvarez-bevens@scusd.edu](mailto:Tina-alvarez-bevens@scusd.edu) to schedule. It is solely the responder's responsibility to ensure that their response is received prior to the scheduled closing time for receipt of statements of qualifications. No corrected or resubmitted proposals will be accepted after the deadline. The District reserves the right to negotiate any aspect of any proposal deemed responsive to this RFP. Faxed responses are not appropriate for submission and will not be accepted or considered. If no RFP responses are received, applicant reserves the right to extend the deadline by seven (7) days and seek out proposals from multiple Service Providers. A new Form 470 and bidding process is not required.

## Proposal Results

Proposal results will be posted on the District's website at [www.scusd.edu/request-proposals-and-qualifications-0](http://www.scusd.edu/request-proposals-and-qualifications-0) on or around December 18, 2024 Apparent awarded bidder(s) will go to the January 16, 2025 Board of Education Meeting for approval.

## RFP Schedule

October 9, 2024	RFP Released - Posted
October 22, 2024	Walkthrough
October 30, 2024	Question Deadline
November 1, 2024	Questions Responses Posted
December 4, 2024	RFP Closing - RFP Due
RFP opening	Date of closing
RFP Selection	Before 471 filing date (approximately March 2025)
Purchase Orders	Contingent on E-RATE Award and District approval

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## Project Scope

The Sacramento City Unified School District is seeking proposals from Responders for Cabling Infrastructure at the previously listed 19 school sites. The following two school sites will have a NEW IDF. "O.W. Erlewine NEW IDF" and "Tahoe Elementary NEW IDF". The Project consists of cabling 24 strand Single Mode fiber for IDF's, and Cat6a for WAP drops (or equivalent) and supplying all

additional equipment, including Damac (or equivalent) 24" cabinets for a complete project for the above sites. The District is requiring that the entire project be completed by September 30, 2025. The District is requesting all Multimode Fiber to be demoed and disposed of with the installation of new Single Mode replacement. The approximate number of feet of each type of cabling is:

***Approximately 19,367 feet of fiber cabling.***

***Approximately 1,000 feet of copper cabling.***

***Total Approximate Cabling project is 20,367***

***There will be approximately 2 Damac Cabinets***

## **Requirements for Cabling Infrastructures**

1. All plans proposed should include detailed billing and include hardware, shipping, installation, contingency, and taxes.
2. Prices to remain firm through SLD approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the Sacramento City Unified School District and documented with new price sheet sent to the District Office.
3. All equipment/services costs must be new and included and identified separately.
4. Manufacturer must warrant all parts and equipment.
5. Vendor must be a certified reseller of parts and equipment.
6. Vendor must maintain an office within ***60 miles*** of the Sacramento City Unified School District office.
7. Vendor must certify that their equipment is neither manufactured by, nor contains any components from, either Huawei or ZTE.
8. The bidding contractor must have a valid **C7** license and include a copy of the contractor's license with the Bid Form.
9. The bidding contractor must have a BICSI RCDD on staff. The name of the RCDD must be provided with the Bid Form.
10. The bidding contractor must have a BICSI Technician to run the project. The name(s) of the BICSI Technicians must be provided with the Bid Form.
11. The bidding contractor must provide evidence of insurance with a minimum of one million in coverage with the bid.
12. The bidding contractor must provide bonds: A bid bond is required with the RFP response package. Payment and performance bonds are required one week prior to the commencement of the project.
13. Bidding Contractor must provide a 2-year workmanship warranty for this installation from the date of substantial completion.
14. Bidding Contractor must provide a soft copy and PDF of the test results to the District within two weeks of substantial completion. All test results must show a "passes" status record.

15. Bidding Contractor must provide a soft copy and PDF of the test results to the District within 2 weeks of substantial completion. All test results must show a "passes status" record. Bidding Contractor must also provide raw VISIO files of the projects as-build drawings showing all cable routing and numbering. Numbering standards for each site must be verified with the district prior to pulling any new cabling to make sure the project is properly numbered per the district's standards. Failure to verify numbering with the district prior to pulling cable may require the contractor to renumber all or a portion of the project at the contractor's expense.
16. Bidding Contractor/Vendor may attach additional pertinent information they deem important to the selection, implementation, and overall success of the project.

## **SECTION 27 10 00**

### **STRUCTURED CABLING**

#### **PART 1 – GENERAL**

##### 1.01 SUMMARY

A. This section specifies equipment, accessories, materials, installation, configuration, and testing requirements for a complete and operable Structured Cabling communications system. The system shall provide highly reliable and high-performance data communication from main distribution frame (MDF) through each intermediate distribution frame (IDF) to end points requiring fiber optics and/or copper cabling and associated equipment.

B. This section condenses sections 27 11 00 – Communications Equipment Room Fittings, 27 13 00 – Communications Backbone Cabling, 27 15 00 – Communications Horizontal Cabling and 27 16 00 – Communications Connecting Cords into one comprehensive section.

##### 1.02 SCOPE

A. The work will include but not be limited to the following objectives:

1. Contractor shall furnish and install all required components and accessories as outlined in the design documents for a complete and operable turn-key system.

2. Quality workmanship is a high priority for the District and the Contractor shall be held to a high-level of professional workmanship. Contractors unfamiliar with the District's standards shall familiarize themselves with the standards and requirements prior to beginning work

3. The Contractor shall furnish and install all required fire-treated  $\frac{3}{4}$ " (three quarter inch) plywood for the MDF and all IDF locations.

4. The Contractor shall furnish and install a ground bus bar at the MDF and IDF rooms.

5. The Contractor shall furnish and install all required racks and cabinets.

6. The Contractor shall furnish, install, and configure uninterruptable power supply(ies) (UPS) for the MDF and/or IDF racks.

7. The Contractor shall furnish and install all newly required conduit/raceway.

8. The Contractor shall furnish and install all wire/cable (copper/fiber optic) as required.

9. The Contractor shall terminate all strands of fiber at each fiber enclosure.
10. The Contractor shall furnish and install termination all end-point equipment (patch panels, jacks, wall plates, enclosures, etc.).
11. The Contractor shall furnish and install all patch cords (copper/fiber).
12. The Contractor shall test and certify (for warranty) the installed cable plant.

#### 1.03 RELATED REQUIREMENTS

- A. Section 01 – General Requirements
- B. Section 27 00 00 – Communications
- C. Section 27 05 00 – Common Work Results for Communication Systems.

#### 1.04 INDUSTRY GUIDELINES AND STANDARDS

- A. California Electrical Code (CEC) – Current adopted version
- B. California Building Code (CBC) – Current adopted version.
- C. ANSI/TIA-568.0-D – Generic Communications Cabling for Customer Premises.
- D. ANSI/TIA-568.1-D – Commercial Building Communications Cabling Standard Part 1: General Requirements.
- E. ANSI/TIA 568-C.2 – Balanced Twisted-Pair Telecommunications Cabling and Components Standards
- F. ANSI/TIA 568.3-D – Optical Fiber Cabling Components Standard
- G. ANSI/TIA-569-D – Commercial Building Standard for Telecommunications Pathways and Spaces.
- J. ANSI/TIA-606-B – Administration Standard for the Commercial Telecommunications Infrastructure.
- K. ANSI/JSTD-607-C – Commercial Building Bonding and Grounding (Earthing) Requirements for Telecommunications.

#### 1.05 QUALIFICATIONS

- A. The contractor shall possess a California C7 or C10 license.
- B. The Contractor or Subcontractor shall have 5 years' documented experience.
- C. The Contractor and installers shall be certified by the product manufacturer.



## 1.06 SYSTEM REQUIREMENTS

A. Any new installations or existing system modifications shall seamlessly integrate into the site's existing data cable plan system.

## 1.07 CONTRACTOR "SHOP DRAWINGS" DESIGN REQUIREMENTS

A. See section 27 00 00 for requirements.

## 1.08 SUBMITTALS

A. See section 27 00 00 for requirements.

## 1.09 WARRANTY

A. Refer to Division 01 Warranty section.

B. See section 27 00 00 for additional requirements.

C. 25-year manufacturer's warranty/certification required for all copper and fiber cable plant installations.

## 1.10 CLOSEOUT DOCUMENTS

A. See section 27 00 00 for requirements.

## **PART 2 – PRODUCTS**

### 2.01 GENERAL

A. See Appendix A at the end of this document for pre-approved materials.

B. All products shall be new, unused and without blemishes and shall be of manufacturer's current and standard production.

C. Contractor shall confirm all equipment part numbers with the Project Manager or District prior to ordering equipment and updating submittals as required.

D. Drawings and Specifications indicate major system components, and may not show every component, connector, module, or accessory that may be required to support the operation specified. The Contractor shall provide all components needed for complete and satisfactory installation and operation.

E. Install mounting hardware and anchors as recommended by the Manufacturer of the equipment that requires mounting to the building or structure and adhere to all code requirements. See section 27 05 00 for requirements.

F. Product Availability

1. Contractor, prior to submitting a proposal, shall determine product availability and delivery time, and shall include such considerations into his proposed Contract Time.

2.02 MANUFACTURERS AND PRODUCTS

A. See Appendix A at the end of this document for pre-approved materials.

B. Substitutions require proof of equivalence and approval by District and/or its representative.

C. For maintenance and consistency with the existing installed base, data connectivity components (copper and fiber) shall be Superior Essex cable and Ortronics connectivity.

2.03 COPPER/FIBER OPTIC CABLES AND COMPONENTS

A. All copper cables and components shall be Cat6A rated.

1. Cable to be reduced diameter. White jacket for default cable, Blue jacket for CCTV and Access Control only.

2. Jacks to be keystone style.

B. Patch cords system/color:

1. Data = Blue color

2. AP = Green color

3. CCTV = Blue color

4. Clock/Intercom = Yellow color

5. Access Control = Black color

6. Fire Alarm/Intrusion Alarm = Red color

C. Data jacks system/color:

1. Data/default = White color

2. AP = Green color

3. CCTV = Blue color

4. Clock/Intercom = Yellow color

5. Access Control = Black color

6. Fire Alarm/Intrusion Alarm = Red color

D. All fiber optic cables and components shall be single single-mode OS2 rated.

E. Fiber optic cable terminations shall be LC-Duplex style.

## **PART 3 – EXECUTION**

### **3.01 ACCEPTABLE INSTALLERS**

- A. The components making up the structure cabling system shall only be installed by Contractors who are qualified to install, service and maintain the system.
- B. Cable terminations (copper or fiber) shall be installed by manufacturer certified technicians.
- C. The Contractor (or subcontractor listed at time of bid) must have at least five (5) years' experience before the Bid Opening Date.

### **3.02 EXAMINATION**

- A. The Contractor shall be required to visit the installation site(s) prior to job bidding. The Contractor acknowledges that the failure to visit the site(s) will not relieve the Contractor of the responsibility for accurate bidding and performance of the Work.
- B. The Contractor shall report any discrepancies between the Specifications, Drawings, and Site Examination prior to the Bid Opening Date.

### **3.03 PREPARATION**

- A. The Contractor shall order all required parts and equipment upon receipt of approved product submittals.
- B. The Contractor shall verify the availability of power where required.

### **3.04 SHOP DRAWINGS**

- A. The Contractor shall create "Shop Drawings" per section 27 00 00 for this section.
- B. Submit drawings for review and approval by the Project Manager and/or Designer.

### **3.05 INSTALLATION**

#### **A. ENTRANCE FACILITIES**

- 1. Contact telecommunications service provider and arrange for installation of demarcation point, protected entrance terminals, and housing when so directed by service provider.
- 2. Install underground or aerial pathways complying with recommendations in TIA/EIA-569-A, "Entrance Facilities" Article.

#### **B. UNDERGROUND ENTRANCE PATHWAY**

- 1. Install underground entrance pathway complying with Division 26.

C. EQUIPMENT RACKS, CABINETS, ENCLOSURES AND ACCESSORIES

1. Backboards:

- a. Shall be installed behind the rack or cabinet if the cabinet is not able to be directly attached to two vertical wall studs.
- b. Backboards shall be made of fire retardant or treated materials, squarely cut, and with sanded edges
- c. Backboards shall be a minimum  $\frac{3}{4}$ " thick and large enough to secure it to two vertical wall studs.
- d. The "FIRE RATED" stamp shall be visible.
- e. Backboards shall be fastened with  $\frac{1}{4}$ " lag bolt and washer, non-recessed, with maximum spacing of 18" into 2 vertical studs. 1-1/2" embedment.
- f. Visible portions (outside of cabinet) of Backboards shall be painted black.

2. All data & voice communications racks and cabinets shall be anchored in accordance with manufacturer's specifications, project specifications and/or drawn details, to walls and floors and grounded to building ground grid (not to water pipes etc.).

3. Securely mount equipment cabinet and racks to the building structure. A proper quantity of support fasteners shall be utilized. Typically lag bolts for wood installations, wedge anchors for concrete flooring. Submit data sheets for mounting fasteners for approval before installation. Mount equipment per DSA approved drawings/details.

4. Equipment cabinet mounted on or against walls will have 3-foot clearance in front of deepest component and accessible to rear for service.

5. MDF and all IDFs shall have at least one dedicated 120VAC 20-amp quad-receptacle each.

6. Patch Panels: Mount patch panels into the cabinet/rack. Match manufacturer of existing install or if new construction, see Appendix A.

7. Cable Management: Secure the cable bundle(s) to the rack strain relief and cable management behind the patch panels and cross connect block panels. Install horizontal cable management panels and brackets for routing and management of patch cables. Maintain TIA/EIA and BICSI standards on bundling, supporting and bend radius.

8. Surge Protected Outlet Strips: Required in MDF rack. Mount surge protected outlet strips per Manufacturer's directions. Refer to details on the Drawings for mounting location.

9. Furnish and install UPS in bottom of MDF/IDF rack.

D. MDF/IDF GROUNDING

1. Refer to Section 27 05 00 Grounding for more requirements.

2. Locate grounding bus bar to minimize the length of bonding conductors. Fasten to wall allowing at least 2-inch (50-mm) clearance behind the grounding bus bar. Connect grounding bus bar with a minimum No. 6 AWG grounding electrode conductor from grounding bus bar to suitable electrical building ground.

3. Bond metallic equipment (including ladder rack) to the grounding bus bar, using not smaller than No. 6 AWG equipment grounding conductor.

### 3.06 WORKMANSHIP

A. Quality workmanship is a high priority for the District and the Contractor shall be held to a high-level of professional workmanship.

B. The District' Project or Construction Manager will have the authority to reject Work which does not conform to the Drawings and Specifications.

C. Comply with highest industry standards, except when specified requirements indicate more rigid standards or more precise workmanship.

D. Perform Work with persons experienced and qualified to produce workmanship specified.

E. Maintain quality control over suppliers and Subcontractors.

### 3.07 WIRE/CABLE (COPPER/FIBER OPTIC)

A. Design, layout, size, and plan new cable runs as required.

B. All wire and cable passing through metalwork shall be sleeved by an approved grommet or bushing.

C. Conduit/raceway fill shall not exceed 40 percent of interior cross-sectional area.

D. Neatly dress and tie (Velcro) all cabling.

E. UTP cabling shall conform to a 6-foot separation requirement from the main power panel, transformers, switchgear and/or starter motors adjacent to the MDF, IDF and termination locations.

F. Fiber optic cable shall be installed from the MDF to each IDF.

G. Orange corrugated HDPE (High Density Polyethylene) Innerduct shall be used for fiber optic cable protection in all interior locations.

H. Spicing of fiber optic cable shall be done with fusion splices.

I. When required copper feeders (minimum 4-pair) are to be installed from the MDF to each IDF.

J. Maintain proper bend radius for all cable installations.

K. Do not exceed cable manufacturer's instructions for installation pull load. Any cable damaged by excessive pull force shall be replaced by the installing contractor.

L. Modular plug terminated link (MPTL) style wiring is acceptable for CCTV with modified single connector permanent link testing.

### 3.08 LABELING

A. MDF/IDF - Identification number in large font on front of cabinet.

B. MDF, Fiber Optic LIU Ports – IDF number and room number

C. MDF/IDF, Copper Patch Panel – Panels labeled P1, P2, P3, etc., ports labeled with room number.

D. LAN Outlet – IDF number, patch panel number, patch panel port number.

E. Cables to be labeled both ends with unique identifiers and from/to location identifiers. For Copper Cat cable IDF number, patch panel number, patch panel port number.

F. T-bar ceilings shall have device labels attached next to the device for ceiling mounted equipment and at the tile for above ceiling equipment with device type and device ID points/IP address.

### 3.09 CONDUIT AND RACEWAY INSTALLATION

A. See Division 26 and section 27 05 00 for requirements.

B. Conduit bodies and any other sharp bend fittings are strictly prohibited for communications cabling (copper/fiber).

C. Install proper radius conduit sweeps where required.

### 3.10 FIELD QUALITY CONTROL AND TESTING

A. Upon reaching substantial completion, perform a complete test and inspection of the system. If found to be installed and operating properly, notify District of your readiness to perform the formal Test & Inspection of the complete system.

B. Submit the Record Drawings (as-builts) to District for review prior to inspection.

C. During the formal Test & Inspection (Commissioning) of the system, the Contractor shall have personnel available with tools and equipment to inspect wiring, devices, and system operation.

D. If corrections are needed, the Contractor will be provided with a Punch-List of all discrepancies. Perform the needed corrections in a timely fashion.

- E. Notify the District when ready to perform a re-inspection of the installation.
- F. Provide 25-year manufacturer's warranty/certification documentation for all copper and fiber cable plant installations.

### 3.11 CLOSEOUT DOCUMENTS

- A. See section 27 00 00 for requirements.

**SECTION 27 00 00**  
**COMMUNICATIONS BASIC REQUIREMENTS**

**PART 1 - GENERAL**

1.01 SUMMARY

A. This Section specifies the common administration basic requirements and common methods for all low voltage systems installation work included under Division 27 and 28 and where those requirements differ from the requirements of this section, the more stringent shall govern.

1.02 STANDARDS, REGULATIONS, AND CODES REFERENCES

A. The following Standards, Regulations and Codes apply to work specified in the Contract Documents.

1. Applicable State and Local Codes.
2. California Building Code and California Electrical Code, Current Editions.
3. BICSI TDMM (Telecommunications Distribution Methods Manual), 11th Edition 2006.
4. ANSI/TIA/EIA-568-B.1. Commercial Building Telecommunications Cabling Standard,
5. ANSI/TIA/EIA-568-B.1-2. Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements, Addendum 2, Grounding and Bonding Specifications for Screened Balanced Twisted-Pair Horizontal Cabling.
6. ANSI/TIA/EIA-568-B.1-3. Commercial Building Telecommunications Cabling Standard.
7. ANSI/TIA/EIA-568-B.1-4. Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements, Addendum 4, Recognition of Category 6 and Category Cat 6A and 50 nm Laser-Optimized 50/125 um Multimode Optical Fiber Cabling.
8. ANSI/TIA/EIA-568-B.1-2. Commercial Building Telecommunications Cabling Standard, Part 2: Balanced Twisted-Pair Cabling Components.
9. ANSI/TIA/EIA-568-B.2-1. Commercial Building Telecommunications Cabling Standard, Part 2: Balanced Twisted-Pair Cabling Components, Addendum 1, Transmission Performance Specifications for 4-Pair 100 Ohm Category 6 Cabling.
10. ANSI/TIA/EIA-568-B.2-10 (draft 2.0). Commercial Building Telecommunications Cabling Standard, Part 2: Balanced Twisted-Pair Cabling Components, Addendum 10, Transmission Performance Specifications for 4-Pair 100 Ohm Augmented Category 6 Cabling.
11. ANSI/TIA/EIA-568-B.3.3 Optical Fiber Cabling Components Standard.
12. TIA-569-B. Commercial Building Standard for Telecommunications Pathways and Spaces.
13. ANSI/TIA/EIA-606-A. Administration Standard for Commercial Telecommunications Infrastructure.
14. ANSI/TIA/EIA-607-A. Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications.
15. TIA/EIA TSB-67 Transmission Performance Specifications for Field Testing of Unshielded Twisted-Pair Cabling Systems.
16. TIA/EIA TSB-72 Centralized Optical Fiber Cabling Guidelines.

1.03 DEFINITIONS

A. The following is a list of abbreviations generally used in Divisions 27 & 28:

1. ADA - Americans with Disabilities Act



2. AHJ - Authority Having Jurisdiction
  3. ANSI - American National Standards Institute
  4. APWA - American Public Works Association
  5. ASTM - American Society for Testing and Materials
  6. CBC - California Building Code
  7. CEC - California Electrical Code
  8. CFC - California Fire Code
  9. FCC - Federal Communications Commission
  10. HVAC - Heating, Ventilating and Air Conditioning
  11. IEC - International Electro-technical Commission
  12. IEEE - Institute of Electrical and Electronics Engineers.
  13. IETA - International Electrical Testing Association
  14. FM - FM Global
  15. NEMA - National Electrical Manufacturers Association
  16. NFPA - National Fire Protection Association
  17. OSHA - Occupational Safety and Health Administration
  18. UL - Underwriters Laboratories Inc.
- B. Provide: To furnish and install, complete and ready for the intended use.
- C. Furnish: Supply and deliver to the project site, ready for unpacking, assembly, and installation.
- D. Install: Includes unloading, unpacking, assembling, erecting, installing, applying, finishing, protecting, cleaning and similar operations at the project site to complete items of work furnished by others.
- E. Following is a list of commonly used terms in Division 27:
1. Active Equipment: Electronic equipment used to develop various WAN and LAN services.
  2. Backbone: Collective term sometimes used to describe the campus and vertical distribution subsystem facilities and media interconnecting service entrances, communications rooms, and communications cabinets.
  3. Bonding: Permanent joining of metallic parts to form an electrically conductive path which will assure electrical continuity and the capacity to safely conduct currents likely to be imposed on it.
  4. Cabinet: Wall-mounted modular enclosure designed to house and protect electronic equipment.
  5. Cable Tray: Vertical or horizontal open supports, usually made of aluminum or steel, that are fastened to a building ceiling or wall. Cables are laid in and fastened to the trays. A cable tray is not a raceway.
  6. Campus: Grounds and buildings of a multi-building premises environment.
  7. Channel: The end-to-end transmission path between two points at which application specific equipment is connected; may include one or more links, cross-connect jumper and/or patch cords, and work area station cords. Does not include connection to active equipment.
  8. Cross-Connect: Equipment used to terminate and tie together communications circuits.
  9. Cross-Connect Jumper: A cluster of twisted-pair conductors without connectors used to establish a circuit by linking two cross-connect termination points.
  10. Fiber Optic Distribution Unit (FDU): Cabinet with terminating equipment used to develop fiber optic cross-connect facilities. Also known as LIU.

11. Grounding: a conducting connection to earth, or to some conducting body that serves in place of earth.
12. Hinged Cover Enclosure: Wall-mounted box with a hinged cover that is used to house and protect electrical devices.
13. Horizontal: Pathway facilities and media connecting the MDF or IDF to Telecommunications Outlets.
14. Intermediate Distribution Frame (IDF): Data networking equipment rack and/or location that serves an individual area, floor or building. Downstream from the MDF.
15. Jack: Receptacle used in conjunction with a plug to make electrical contact between communications circuits, e.g., eight-position/eight-contact modular jacks.
16. Link: A transmission path between two points, not including terminal equipment, work area cables, and equipment cables; one continuous section of conductors or fiber, including the connecting hardware at each end.
17. Local Area Network (LAN): Data transmission facility connecting several communicating devices, typically Ethernet and the network is limited to a single campus.
18. Main Distribution Frame (MDF): Initial (main) data network equipment rack and/or location. Only one MDF occurs per site and may serve many downstream IDFs.
19. Media: The type of cable (e.g., twisted-pair, coaxial, or fiber optic) used to provide signal transmission paths.
20. Minimum Point of Entry (MPOE): The location where the service provider hands off connection and responsibility for service to on premise customer owned equipment.
21. Modular plug: An eight-position, eight-conductor end-of-wire electrical connector used with Category rated cable.
22. Passive Equipment: Non-electronic hardware and apparatus, e.g., equipment racks, cable trays, electrical protection, wiring blocks, FDUs, etc.
23. Patch Cord: A length of copper or fiber cable with connectors on both ends used to join communications circuits at MDF/IDF and end stations.
24. Patch Panel: System of terminal blocks or connectors used with patch cords that facilitate the administration of cross-connect fields.
25. Pathway: Facility for the placement of communications cable. A pathway facility can be composed of several components including conduit, wireway, cable tray, surface raceway, underfloor systems, raised floor, ceiling support wires, etc.
26. Protectors: Electrical protection devices used to limit foreign voltages on metallic communications circuits.
27. Raceway: An enclosed channel designed expressly for holding wires or cables; may either conductive metal or insulating plastic. The term includes conduit, tubing, wireway, underfloor raceway, and surface raceway; does not include cable tray.
28. Rack: An open or enclosed structure, typically made of aluminum or steel, used to mount equipment; usually referred to as an equipment rack. Maybe freestanding and floor mounted or a wall mounted cabinet. Industry standard 19" width spacing.
29. Wiring Block: Punch down terminating equipment used to develop twisted pair cross-connect facilities.

#### 1.04 PRODUCT AVAILABILITY

- A. Products with long lead times are to be brought to the attention of the project manager.

## 1.05 PRODUCT SUBMITTALS

- A. See Division 01 Submittals for more requirements

## 1.06 SUBSTITUTION LIMITATIONS

A. Equivalent product(s) may be considered for substitution for those products specified, however, the equivalent product(s) must be approved, and show demonstrated and documented equivalence to the product(s) specified. Documentation includes but is not limited to product samples, data sheets, and actual test data. The request for product substitution, and supporting documentation, must be submitted, in writing to the Project Manager/Designer.

- B. See Division 01 Substitutions for more requirements

## 1.07 QUALITY ASSURANCE

- A. Conform to requirements of the CEC, latest adopted version with amendments by local AHJs.
- B. Conform to the latest adopted version of the CBC with amendments by local AHJs.
- C. Obtain and pay for electrical permits, plan review, and inspections from local AHJs.
- D. Furnish products listed by UL or other testing firm acceptable to AHJ.
- E. Conform to requirements of the serving electric, telephone, broadband and cable television utilities.

### F. Contractor Qualifications:

1. Minimum of five years' experience in the design, installation, testing, and maintenance of low-voltage systems.
2. Maintain a local service facility which stocks spare devices and/or components for servicing systems.
3. Have performed successful installation and maintenance of at least three projects similar in scope and size. Be able to provide project references for these three projects, including scope of Work, project type, owner/user contact name and telephone number.
4. The contractor selected for this project must be certified by the manufacturer of the products and utilize these components for completion of work.
5. Holds and maintains a valid California C-7 or C-10 State Contractors License and can exhibit validity upon request.
6. A list of test equipment proposed for use in verifying the installed integrity of copper and fiber optic cable systems used.
7. A technical resume of experience for the contractor's Project Manager and on-site installation supervisor who will be assigned to this project.
8. A list of technical product training attended by the contractor's personnel that will install the specified manufacturer system.

9. List of Sub-Contractor(s) who will assist the contractor in the performance of this work.

#### 1.08 SEQUENCING AND SCHEDULING

- A. For the proper execution of the work, cooperate with other trades and contracts as needed.
- B. To avoid installation conflicts, thoroughly examine the complete set of Contract Documents. Resolve conflicts with Project Manager/Designer prior to installation.
- C. Prior to installation of communications cable to equipment requiring connections, examine the manufacturer's shop drawings, wiring diagrams, product data, and installation instructions. Verify that the electrical characteristics detailed in the Contract Documents are consistent with the electrical characteristics of the actual equipment being installed. When inconsistencies occur request clarification from Project Manager/Designer.

#### 1.09 SHOP DRAWINGS

- A. Shop Drawings: When required by individual Specification Sections, provide shop drawings which include physical characteristics, electrical characteristics, device layout plans, point-to-point wiring diagrams for all connections, and the like. Refer to individual Specification Sections for additional requirements for the shop drawings.

#### 1.10 WARRANTY

- A. Provide an extended manufacturer's warranty on the Backbone and Horizontal Communications systems as specified in other sections of Division 27.

#### 1.11 CLOSE OUT DOCUMENTS

- A. Final coordination drawings, with as-built information added, are to be submitted as record drawings at completion of project.
- B. Record Drawings:
  1. Show changes and deviations from the Construction Drawings. Include written Addendum and change order items.
  2. Show exact routes of pathway facilities and service entrance conduits.
  3. Show the exact location of racks, cabinets, mounting frames and the like.
- C. Operation and Maintenance Documentation: Provide copies of certificates of code authority acceptance, product data, guarantees, warranties, installation guides, maintenance guides and the like.
- D. Inspection and/or testing: Submit testing reports for testing that was performed.

## **PART 2 PRODUCTS**

### 2.01 MANUFACTURERS

A. Provide like items from one manufacturer, such as wire/cable, jacks, modular plugs, patch panels, equipment connection cords, wall plates, and the like. See individual sections for detailed information.

### 2.02 MATERIALS

A. Provide new electrical materials of the type and quality detailed, listed by UL, bearing their label wherever standards have been established. Indicated brand names and catalog numbers are used to establish standards of performance and quality.

B. Provide material and equipment that is acceptable to AHJ as suitable for the use indicated. For example, provide plenum rated cable in ceilings that are utilized as air return plenums.

C. Include special features, finishes, accessories, and other requirements as described in the Contract Documents regardless of the item's listed catalog number.

D. Provide incidentals not specifically mentioned herein or noted on Drawings, but needed to complete the system, in a safe and satisfactory working condition.

## **PART 3 - EXECUTION**

### 3.01 EXAMINATION

A. Construction Documents:

1. Drawings are diagrammatic with symbols representing communications equipment, outlets, and wiring.

2. Electrical symbols indicating wiring and equipment shown in the Contract Documents are included in the Contract unless specifically noted otherwise.

3. Examine the entire set of Drawings to avoid conflicts with other systems. Determine exact route and installation of communications wiring and equipment with conditions of construction.

### 3.02 INSTALLATION

A. Install communications equipment completely as directed by manufacturer's installation instructions. Obtain installation instructions from manufacturer prior to rough-in of the communications equipment, examine the instructions thoroughly. When requirements of the installation instructions conflict with the Contract Documents, request clarification from Project Manager/Designer prior to proceeding with the installation.

- B. Do not install communications equipment in obvious passages, doorways, scuttles, or crawl spaces which would impede or block the passage's intended usage.
- C. Do not install communications equipment in locations where it would obviously be subject to damage during normal usage.

3.03 FIELD QUALITY CONTROL

- A. Tests: Conduct tests of equipment and systems to demonstrate compliance with requirements specified in Division 27 & 28. Refer to individual Specification Sections for required tests. Document tests and include in Closeout Documents.

3.04 CLEANING

- A. Remove dirt and debris caused by the execution of the communications work.
- B. Leave the entire communications system installed under this Contract in a clean, dust-free, and proper working order.
- C. Vacuum clean interiors of new and modified electrical signal and communication equipment enclosures.

END OF SECTION

**APPENDIX A – Pre-Approved Materials**

DESCRIPTION	MFG	PART NUMBER
<b>Rack Cabinet 7' (43U), 41" Deep</b>	<b>Chatsworth Products</b>	<b>Z4-21N-113C-C12</b>
<b>Wall Mount Cabinet 24" (12 RU) 30" Deep</b>	<b>Chatsworth Products</b>	<b>12419-724</b>
<b>Chatsworth Products Wall Swing Rack 40RU, 32" Deep</b>	<b>Middle Atlantic</b>	<b>SR-40-32</b>
<b>Zero Clearance Latch Kit</b>	<b>Middle Atlantic</b>	<b>DWRSR-ZL</b>
<b>Front Door</b>	<b>Middle Atlantic</b>	<b>PFD-40</b>
<b>CUBE-iT Fan Kit</b>	<b>Chatsworth Products</b>	<b>40972-001</b>
<b>20 AMP Power Strip</b>	<b>Chatsworth Products</b>	<b>12848-701</b>
<b>Standard Busbar</b>	<b>Chatsworth Products</b>	<b>10622-010</b>
<b>12" Ladder Rack 10'</b>	<b>Chatsworth Products</b>	<b><a href="#">11275-712</a></b>
<b>Ladder Rack Triangular Support Bracket</b>	<b>Chatsworth Products</b>	<b>11746-712</b>
<b>Ladder Rack Wall Angle Support 12"</b>	<b>Chatsworth Products</b>	<b>11421-712</b>
<b>Ladder Rack Butt-Splice Kit</b>	<b>Chatsworth Products</b>	<b>11301-712</b>
<b>Ladder Rack Foot Kit</b>	<b>Chatsworth Products</b>	<b><a href="#">11309-701</a></b>
<b>19" Horizontal</b>	<b>Ortronics</b>	<b>808004759</b>

<b>Cable Manager</b>		
<b>Patch Panel 24-port 1-RU (Black)</b>	<b>Ortronics</b>	<b>OR-SPKSU24</b>
<b>Patch Panel 48-port 2-RU (Black)</b>	<b>Ortronics</b>	<b>OR-SPKSU48</b>
<b>Patch Panel Cable Management Support Bar</b>	<b>Ortronics</b>	<b>OR-CMBFR0RU</b>
<b>Faceplate, 2-port (White)</b>	<b>Ortronics</b>	<b>KSFP2-88</b>
<b>Faceplate, 4-port (White)</b>	<b>Ortronics</b>	<b>KSFP4-88</b>
<b>Surface Mount, 2-port (White)</b>	<b>Ortronics</b>	<b>KSSMB2</b>
<b>Faceplate, 1-port Phone Hanger (Stainless)</b>	<b>Ortronics</b>	<b>403STJ1WP</b>
<b>Cat6A Data Jacks (White)</b>	<b>Ortronics</b>	<b>KT2J6A-88</b>
<b>Cat6A Data Jacks (Green)</b>	<b>Ortronics</b>	<b>KT2J6A-45</b>
<b>Cat6A Data Jacks (Blue)</b>	<b>Ortronics</b>	<b>KT2J6A-36</b>
<b>Cat6A Data Jacks (Yellow)</b>	<b>Ortronics</b>	<b>KT2J6A-44</b>
<b>Cat6A Data Jacks (Black)</b>	<b>Ortronics</b>	<b>KT2J6A-00</b>
<b>Cat6A Data Cable, Riser (White = default)</b>	<b>Superior Essex</b>	<b>6B-246-4A</b>
<b>Cat6A Data Cable, Plenum (White = default)</b>	<b>Superior Essex</b>	<b>6B-246-4B</b>
<b>Cat6A Data Cable, Riser (Blue = CCTV/Access Control)</b>	<b>Superior Essex</b>	<b>6B-246-2A</b>
<b>Cat6A Data Cable, Plenum (Blue = CCTV/Access Control)</b>	<b>Superior Essex</b>	<b>6B-246-2B</b>
<b>Cat6A Data Cable, Indoor/Outdoor (Black)</b>	<b>Superior Essex</b>	<b>6B-272-ER</b>
<b>Cat6A Data Cable, OSP (Black)</b>	<b>Superior Essex</b>	<b>04-001-A8</b>
<b>Extended Distance PPOE Cable, OSP</b>	<b>Superior Essex</b>	<b>PW04-401-48</b>
<b>Cat6A Patch Cord – for Extended Distance links only (Black)</b>	<b>Monoprice</b>	<b>44669</b>
<b>Cat6A Patch Cord Slim (Blue)</b>	<b>Quiktron</b>	<b>576A-RD10-0xx (xx = length)</b>
<b>Cat6A Patch Cord Slim (Green)</b>	<b>Quiktron</b>	<b>576A-RD20-0xx (xx = length)</b>
<b>Cat6A Patch Cord Slim (Yellow)</b>	<b>Quiktron</b>	<b>576A-RD15-0xx (xx = length)</b>
<b>Cat6A Patch Cord Slim (Black)</b>	<b>Quiktron</b>	<b>576A-RD35-0xx (xx = length)</b>
<b>Fiber Optic LIU 1-RU</b>	<b>Ortronics, Q-Series</b>	<b>EQ01U-CHC</b>
<b>Fiber Optic LIU 2-RU</b>	<b>Ortronics, Q-Series</b>	<b>EQ02U-CHC</b>
<b>Fiber Optic LIU 4-RU</b>	<b>Ortronics, Q-Series</b>	<b>EQ04U-CVC</b>

<b>Splice Tray</b>	<b>Ortronics, Q-Series</b>	<b>FST4-F012 w/ mounting bracket WQS-STB</b>
<b>Fiber Optic Adapter</b>	<b>Ortronics, Q-Series</b>	<b>OFP-LCD12AC</b>
<b>Fiber Optic LC Field Term Connector</b>	<b>Ortronics</b>	<b>205KNF9SA-09</b>
<b>Fiber Optic Cable Single- Mode OS2, Indoor/Outdoor</b>	<b>Superior Essex</b>	<b>W4012J101</b>

**END OF SECTION**



## Responder Service Provider Information

Responders must provide the following Service Provider information:

1. Length of time business has provided this type of service.
2. Responder Service Level Agreement (SLA) included in proposal.
3. Indicate any options available.
4. Show applicable discounts separately, if applicable.
5. An implementation timeline proposal starting April 1, 2025.
6. Indicate how charges will be incurred as services are implemented.
7. Responders must include three (3) reference sites using your service. References from a District, School, Library or a County Office of Education in California are preferred.
  - Job Location
  - Contact name and telephone number
  - Date of contract
  - Project Description
  - Equipment/Service Installed

## Responder Service Provider Requirements

The Responder must meet or exceed minimum qualification requirements.

1. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
2. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>.
3. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://apps.fcc.gov/coresWeb/publicHome.do>.
4. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: <https://www.usac.org/service-providers/making-payments/late-payments-dcia-red-light/#red>.
5. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, of the funding year.
6. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or

shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.

7. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using the completed USAC "Bulk Upload Template" (Item 21). Subsequent schedules of values and invoices for each site must match or list 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/>

### **Responder Service Provider Acknowledgements**

1. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitution.
2. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
3. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. 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 2025 funding year (July 1, 2025). 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.

5. Early Funding Conditions:

- Category 1


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

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

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services ([DA 02-3365](#) , released December 15, 2002). This FCC decision only applies to Priority 1 services (Telecommunications Services and Internet access).

- 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 ([FCC 14-99](#) , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

6. Invoicing

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.

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.

## **Proposal Format**

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 and appendices) on 8 ½" x 11" paper with all responses bound with tabs separating each section. Responders shall read each item carefully and answer accurately to ensure compliance with District requirements.

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

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

**1. Cover Letter**

A signed letter of interest (no more than one page) stating the Responder'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.

**2. Responder Service Provider Information**

**3. Letter of Agreement**

**4. Cost Proposals**

**5. Addenda**

**6. Completed and signed Submittal pages including RFP Form, Fingerprint Certification, Statement of Non-Conflict of Interest, Insurance Acknowledgement, Designated Subcontractor List and Bid Bond**

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 recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

All requirements must be addressed in your proposal. Non-responsive proposals will not be considered. All responses, whether selected or rejected, shall become the property of the District. 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. Firms are responsible for checking the website periodically for any updates or revisions to the RFP. All proposals will be considered valid and prices will be considered fixed for a period of sixty (60) days following submission.

Proposals may be withdrawn by the proposer prior to the time fixed for the opening of RFPs, but may not be withdrawn for a period of thirty (30) days after the date set for submittal of

proposals. The successful proposer(s) shall not be relieved of the proposal submitted without the District's consent or proposer's recourse to Public Contract Code Sections 5100, *et seq.*

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

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 Responder selected.

## **Evaluation Criteria**

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%

## **Award of Contract**

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

The contract shall be awarded to the Responder with the highest best value score. In the event of a tie (more than one Responder have the same highest best value score), District may award the Project to the Responder of its choice. A response that is received after the RFP due date or does not meet all requirements set within this RFP will be deemed disqualified for the remainder of the selection process.

If the Responder to which the Board awards the contract refuses to execute the contract and submit a payment bond, performance bond, proof of required insurance, and other required documents, the Board may revoke the award to that Responder and award to the Responder that submitted the next highest ranked proposal.

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

## **Contract**

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

## **Contract Format**

It is mutually agreed by and between District and Responder that the District's acceptance of Responder's proposal, upon approval by the Governing Board, shall create a contract between the parties thereto. District and Responder with whom District chooses to contract if any, shall execute a Contract Signature page based on the RFP, the response and the 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.

## **Terms & Conditions**

### 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

Consultant hereby warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the delivery of the services offered.

### Independent Contractor

Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement

### Fingerprinting

Education Code section 45125.1 applies to this Agreement. Responder will certify that, pursuant to Education Code Section 45125.1, Responder will have conducted the required criminal background check of all its employees who may have contact with District pupils or unsupervised access to any District campus and shall certify that none of those employees have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). Upon verification from the DOJ that those persons fingerprinted have no record of a serious or violent felony, the Responder will so certify by signing and submitting to the Governing Board of District the certification form attached.

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

### Attorney Fees

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

### Governing Law and Venue

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

### RFP Acceptance or Rejection

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



### Term/Extension

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

### Board Contact

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

### Termination of Contracts/Purchase Orders

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

### 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.

### Erasures

The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the persons signing the proposal.

### Payment of Prevailing Wages

The Contractor and all Subcontractors shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

### Bonds

A certified check, cashier's check, or bid bond in the amount designated on the Bid Form shall be provided with your bid as a guarantee that the contractor, upon award, shall execute the contract, in conformity with the contract.

### Patents, Etc.

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

### Signing of Proposals

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

### Failure to Fulfill Contract

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

### Contract Exclusive

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

### Proprietary Information

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

### Debarment, Suspension, and Other Responsibility Matters

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

The applicant certifies that it and its principles:

Are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of the certification; and

Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this.

### 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 RFP protest deadline will not be considered.
- c. The protest must refer to the specific portions of all documents that form the basis for the protest.

These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Further, the failure to comply with these protest

requirements will constitute a waiver of the right to challenge and forever bar the Responder from challenging, whether before the District or any administrative or judicial tribunal, any particular RFP(s), the RFP process or any ground not set forth in the protest. The District will provide a written response within 30 working days to any timely RFP protest.

#### E-Rate Participation

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

#### E-Rate Spin

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

#### Brands

When a particular brand or brand and model number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its model number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and model number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.

#### Samples

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

#### Delivery

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

the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.

Listing Subcontractors

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

## List of Sites

### Sacramento City Unified School District

School	Address	City	ST	Zip
<b>District Office - Serna Center</b>	<b>5735 47th Avenue</b>	<b>Sacramento</b>	<b>CA</b>	<b>95824</b>
Caleb Greenwood Elementary	5457 Carlson Drive	Sacramento	CA	95819
Camellia Basic Elementary	6600 Cougar Drive	Sacramento	CA	95828
Capital City Independent Study	7222 24th Street	Sacramento	CA	95822
David Lubin Elementary	3535 M Street	Sacramento	CA	95816
Earl Warren Elementary	5420 Lowell Street	Sacramento	CA	95820
Golden Empire Elementary	9045 Canberra Drive	Sacramento	CA	95826
Hollywood Park Elementary	4915 Harte Way	Sacramento	CA	95822
Hubert H. Bancroft Elementary	2929 Belmar Street	Sacramento	CA	95826
John Cabrillo Elementary	1141 Seamas Avenue	Sacramento	CA	95822
Leataata Floyd Elementary	401 McClatchy Way	Sacramento	CA	95818
Mark Twain Elementary	4914 58th Street	Sacramento	CA	95820
O. W. Erlewine Elementary	2441 Stansberry Way	Sacramento	CA	95826
Pony Express Elementary	1250 56th Avenue	Sacramento	CA	95831
Sequoia Elementary	3333 Rosemont Drive	Sacramento	CA	95826
Tahoe Elementary	3110 60th Street	Sacramento	CA	95820
The Met Sacramento High School	810 V Street	Sacramento	CA	95818

Non – Erate sites				
Edward Kelly	3340 Bradshaw Rd	Sacramento	CA	95827
Thomas Jefferson (California Montessori Project)	2635 Chestnut Hill Drive	Sacramento	CA	95826
Bear Flag (Sol Areus)	6620 Gloria Drive	Sacramento	CA	95831
Lisbon (YPS)	7555 South Land Park Drive	Sacramento	CA	95831

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

# Cost Proposal

RFP #25-0116-1

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

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

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

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

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

SITES	Address	IDF 1	IDF 2	IDF 3	IDF 4	IDF 5	IDF 6	Total in Feet to Replace	New Fiber	New Copper	NOTES/What is Needed
Caleb Greenwood	5457 Carlson Drive, Sacramento, CA 95819	171	657	480	456	198		1962			x6 Fiber ILU, Fusion Splicing, LC connectors, x10 LR SFP, x10 1M Fiber Patch Cables
Camellia Basic	6600 Cougar Drive, Sacramento, CA 95828	222	117		250	476		1065			x5 Fiber ILU, Fusion Splicing, LC connectors, x8 LR SFP, x8 1M Fiber Patch Cables,
Capital City	7222 24th Street, Sacramento, CA 95822	418	398	363				1179			x4 Fiber ILU, Fusion Splicing, LC connectors, x6 LR SFP, x6 1M Fiber Patch Cables
David Lubin	3535 M Street, Sacramento, CA 95816	247	439	622				1308			x4 Fiber ILU, Fusion Splicing, LC connectors, x6 LR SFP, x6 1M Fiber Patch Cables
Earl Warren	5420 Lowell Street, Sacramento, CA 95820	470	290	236	318	433		1747			x6 Fiber ILU, Fusion Splicing, LC connectors, x10 LR SFP, x10 1M Fiber Patch Cables
Golden Empire	9045 Canberra Drive, Sacramento, CA 95826	227	307	369	297	419	216	1835			x7 Fiber ILU, Fusion Splicing, LC connectors, x12 LR SFP, x12

										1M Fiber Patch Cables	
Hollywood Park	4915 Harte Way, Sacramento, CA 95822	505	500	147				1152		x4 Fiber ILU, Fusion Splicing, LC connectors, x6 LR SFP, x6 1M Fiber Patch Cables	
Hubert Bancroft	2929 Belmar Street, Sacramento, CA 95826	246	473	557	403			1679		x5 Fiber ILU, Fusion Splicing, LC connectors, x8 LR SFP, x8 1M Fiber Patch Cables	
John Cabrillo	1141 Seamas Avenue, Sacramento, CA 95822	361	406	307	216			1290		x5 Fiber ILU, Fusion Splicing, LC connectors, x8 LR SFP, x8 1M Fiber Patch Cables	
Leataata Floyd	401 McClatchy Way, Sacramento, CA 95818	144	220	290	372			1026		x5 Fiber ILU, Fusion Splicing, LC connectors, x8 LR SFP, x8 1M Fiber Patch Cables	
Mark Twain	4914 58th Street, Sacramento, CA 95820	339	193					532		x3 Fiber ILU, Fusion Splicing, LC connectors, x4 LR SFP, x4 1M Fiber Patch Cables	
O.W. Erlewine NEW IDF	2441 Stansberry Way, Sacramento, CA 95826	126	228	298	348			1000	750	500	x6 Fiber ILU, Fusion Splicing, LC connectors, x10 LR SFP, x10 1M Fiber Patch Cables, 24 Port Switch
Pony Express	1250 56th Avenue, Sacramento, CA 95831	317	219					536			x3 Fiber ILU, Fusion Splicing, LC connectors, x4 LR SFP, x4 1M Fiber Patch Cables
Sequoia	3333 Rosemont Drive, Sacramento, CA 95826	141	487	676				1304			x4 Fiber ILU, Fusion Splicing, LC connectors, x6 LR SFP, x6 1M Fiber Patch Cables



Tahoe Elementary NEW IDF	3110 60th Street, Sacramento, CA 95820								500	500	x1 Fiber ILU, Fusion Splicing, LC connectors, x2 LR SFP, x2 1M Fiber Patch Cables, 24 Port Switch
The MET	810 V Street, Sacramento, CA 95818	224	278						502		x3 Fiber ILU, Fusion Splicing, LC connectors, x4 LR SFP, x4 1M Fiber Patch Cables

Edward Kelly	3340 Bradshaw Rd, Sacramento, CA 95827										
Thomas Jefferson (California Montessori Project)	2635 Chestnut Hill Drive, Sacramento, CA 95826										
Bear Flag (Sol Areus)	6620 Gloria Drive, Sacramento, CA 95831										
Lisbon (YPS)	7555 South Land Park Dr, Sacramento, CA 95831										

**Responders can find all maps and detailed site information at the following link:**

<https://drive.google.com/drive/folders/1KwlmW5oIW1dspTmwjP1MLzh9mioNxOZE?usp=sharing>

**Using the above information, Responder must supply their own cost proposal form with detailed line items. District is requesting a 10% Contingency fee on all Cabling projects.**

Responders must also include addenda specifying all information required in the Project Scope and Responder Service Provider sections of this RFP

## RFP Form

### RFP #25-0116-1

Sacramento City Unified School District

5735 47<sup>th</sup> Ave.

Sacramento, California 95824

To: Superintendent and Members of the Board of Education

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

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

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

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

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

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

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

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

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

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



**Business Services**

**Contracts Office**

5735 47<sup>th</sup> Avenue, Sacramento, CA 95824

(916) 643-2464

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*Lisa Allen, Superintendent*

*Janea Marking, Chief Business and Operations Officer*

**Letter of Agreement**

Pursuant to the terms of Sacramento City Unified School District’s RFP #25-0116-1 for CABLING INFRASTRUCTURE, (Name of Company) \_\_\_\_\_’s response to RFP #25-0116-1, dated (mm/dd/yyyy) \_\_\_\_\_, (Name of Company) \_\_\_\_\_ will provide the equipment and services per RFP #25-0116-1 effective the date of issuance of Sacramento City Unified School District Purchase Order(s).

(Name of Company) \_\_\_\_\_ and Sacramento City Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Sacramento City Unified School District for E-Rate 2025 (Year 28), and Sacramento City Unified School District Board of Education approval.

The Sacramento City Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The Sacramento City Unified School District shall not be responsible for any costs to Bidder prior to termination.

Sacramento City Unified School District

(Name of Company)

---

Authorized Representative Signature

---

Authorized Representative Signature

---

Date

---

Date

Janea Marking

---

Name

---

Name

Chief Business & Operations Officer

---

Title

---

Title

5735 47<sup>th</sup> Avenue Sacramento, CA 95824

---

Address

---

Address

Janea-marking@scusd.edu

---

Email

916-643-9055

---

Phone

---

Email

---

Phone

## Fingerprint Certification

**RFP #25-0116-1**

### Responder Certification

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in \_\_\_\_\_ County, California.

\_\_\_\_\_  
Name of Responder/Consultant (please print)

\_\_\_\_\_  
Name/Title of Authorized Representative (printed)

\_\_\_\_\_  
(Signature)

## Statement of Non-Conflict of Interest

### RFP 25-0116-1

The Responder hereby warrants that he or she has no business or financial interests that are in conflict with his or her obligations to the District and further agrees to disclose any such interest which may be acquired during the life of an agreement with the District. The Responder also certifies that it and its members are not, officers, agents, or employees of the District, nor have they been since January 1, 2001.

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Name of Responder (please print)

---

Name/Title of Authorized Representative (printed)

---

(Signature) (Date)

## **Insurance Acknowledgement**

**RFP 25-0116-1**

Notice to Bidders regarding Indemnity and Insurance Requirements

### **Commercial General Liability and Automobile Liability Insurance**

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

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.

### **Excess Liability Insurance**

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 provisions as set forth in the Supplementary Conditions (if any) and/or Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

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

### **Workers' Compensation and Employers' Liability Insurance**

In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees. Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employee engaged in Work under this Contract, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

### **Proof of Carriage of Insurance and Other Requirements: Endorsements and Certificates**

Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

Endorsements, certificates, and insurance policies shall include the following:

A clause stating:

"This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to District stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance.



Insurance written on a "claims made" basis is to be renewed by the Contractor and all Subcontractors for a period of five (5) years following completion of the Work or termination of the agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of the agreement, and will cover the Contractor and all Subcontractors for all claims made.

Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents.

All endorsements shall waive any right to subrogation against any of the named additional insureds.

All of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than **A: VII**.

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.

**Insurance Policy Limits**

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

<b>Commercial General Liability</b>	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	<b>\$2,000,000 per occurrence; \$4,000,000 aggregate</b>
<b>Automobile Liability – Any Auto</b>	Combined Single Limit	\$1,000,000
<b>Workers Compensation</b>		Statutory limits pursuant to State law
<b>Employers' Liability</b>		\$1,000,000

**Contract Security - Bonds**

Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of Cost Proposal as security for faithful performance of the contract.

Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the Cost Proposal as security for payment of persons performing labor and/or furnishing materials in connection with the contract.

Cost of bonds shall be included in the Cost Proposal. All bonds related to this Project shall be in the forms set forth in the RFP and shall comply with all requirements of the RFP, including, without limitation, the bond forms.

### **Indemnity**

To the furthest extent permitted by California law, the Contractor shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District, its consultants and separate contractors, and their respective board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise 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.

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Name of Responder (please print)

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Name/Title of Authorized Representative (printed)

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(Signature)

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(Date)

## Designated Subcontractor List

### RFP 25-0116-1

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Name of Responder (please print)

\_\_\_\_\_  
Name/Title of Authorized Representative (printed)

\_\_\_\_\_  
(Signature) (Date)

## Bid Bond

### RFP 25-0116-1, Cabling Infrastructure for E-Rate Year 28

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, \_\_\_\_\_ 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 **seven (7)** 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, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or

addition to the terms of the Contract or the call for bids, or to the work, or to the specifications. In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal (Affix Corporate Seal)

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety (Affix Corporate Seal)

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

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