Business Services
Contracts Office
5735 47th Avenue, Sacramento, CA 95824
(916) 643-2464

Jorge A. Aguilar, Superintendent
John Quinto, Chief Business Officer

REQUEST FOR PROPOSALS

for

LEASED DARK or LEASED LIT FIBER SERVICES

for

E-RATE YEAR 22

Request for Proposal Issued: December 21, 2018

Deadline for Submittal of Proposals: January 31, 2019

RFP 19-435

Request for Proposals
Leased Dark or Leased Lit Fiber Services for E-Rate Year 22

Contents

Notice to Responders 2
- Questions 2
- Due Date 2
- Purpose 3
- Compliance with Laws 3
- RFP Schedule 4
- About the District 4

Project Scope 4
- Responder Service Provider Information 6
- Responder Service Provider Requirements 6
- Responder Service Provider Acknowledgements 7

Proposal Format 10
Selection 11
- Evaluation Panel 11
- Evaluation Criteria 11

Award of Contract 12
Contract 12
- Contract Type 12
- Contract Format 12

Terms and Conditions 13
List of All District Sites 20
Cost Proposal 23
RFP Form 25
Letter of Agreement 26
Fingerprint Certification 27
Statement of Non-Conflict of Interest 28
Insurance Acknowledgement 29
Designated Subcontractors List 31
Workers' Compensation Certification 33

Notice to Responders

The Sacramento City Unified School District ("District") is seeking proposals from qualified providers ("Responders") for the **Leased Dark or Leased Lit Fiber Services for E-Rate Year 22 project ("Project").** Contracts will be awarded by the Board under the provisions of Education Code section 17406 *et seq*.

The Governing Board of the District is planning to select a contractor for the Project at its regular Board meeting on February 21, 2019. 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.

Questions

Questions related to this RFP should be submitted in writing to Jessica Sulli, Contract Specialist, at Jessica-Sulli@scusd.edu no later than January 9, 2019. Specify "**RFP for Leased Dark or Leased Lit Fiber Services for E-Rate Year 22**" 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/rfp by January 16, 2019. 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, four (4) 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 4:30 p.m. on January 31, 2019 to the following address:

Sacramento City Unified School District
Contracts Office
5735 47th Avenue
Sacramento, CA 95824

The sealed envelope shall be marked on the outside lower left corner with the words "**RFP for Leased Dark or Leased Lit Fiber Services for E-Rate Year 22.**" 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. Faxed responses are not appropriate for submission and will not be accepted or considered. Proposals not received by the deadline or in the proper format will be returned unopened. No exceptions will be allowed.

All requirements must be addressed in your proposal. Non-responsive proposals will not be considered.

The RFP will be posted to the District website, http://www.scusd.edu/rfp. Any additions or corrections will be addressed in the form of addenda posted to the same location on the website.

Sacramento City Unified School District reserves the right, in its sole discretion, to determine the criteria and process whereby RFPs are evaluated and awarded.

The following documentation is required in the RFP Submittal:

1. Address all items in the RFP Scope of Work
2. Address all items in the RFP Proposal Format
3. Signed copies of addendums if applicable
4. Cost Proposal
5. Completed and signed Submittal pages

Purpose

The Sacramento City Unified School District (hereafter "District") is soliciting proposals from Responders for Leased Dark Fiber or Leased Lit Fiber Service for multiple years. The District is soliciting qualified Responders to submit an installation and ongoing service proposal for Leased Dark Fiber or Leased Lit Fiber. All equipment included in this option will be owned and maintained by the awarded service provider with no option for transfer of ownership to the lessee.

The District reserves the right to retain all RFPs and to use any ideas in an RFP regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the Responder of the conditions contained in this request for RFPs, unless clearly stated and specifically noted in the proposal submitted and in the contract between the District and the Responder selected.

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 sixty (60) 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.

Compliance with Laws

The successful firm(s) shall comply with all applicable federal, state, and local statutes, rules, regulations and codes.

RFP Schedule

December 21, 2018	RFP Released - Posted
January 10, 2019	Question Deadline
January 17, 2019	Questions Responses Posted
January 31, 2019	RFP Closing - RFP Due
RFP opening	Date of closing
RFP Selection	Before 471 filing date (approximately March 2019)
Purchase Orders	Contingent on E-RATE Award and District approval

About the District

The District is one of the oldest K-12 districts in the western United States (established in 1854). SCUSD serves approximately 43,000 students on 77 campuses spanning 70 square miles. SCUSD is home to three Public Waldorf schools (George Washington Carver, Alice Birney and AM Winn) and the only Hmong language immersion program in the state (Susan B. Anthony Elementary School). SCUSD's students reflect the rich diversity that is the hallmark of Sacramento's central city. Our student population is 37.1 percent Hispanic or Latino; 17.4 percent Asian; 17.7 percent African American; and 18.8 percent white. About 5.3 percent of students are of two or more races or ethnicities. More information about the District and its facilities can be found on the District's website at www.scusd.edu.

Project Scope

The Sacramento City Unified School District is seeking Leased Dark Fiber and Leased Lit Fiber proposals to connect the designated District HUB location to our school locations and other District facilities.

Requirements

The Sacramento City Unified School District is requesting bids for construction of a fiber optic network utilizing Leased Dark or Leased Lit fiber to connect the District Hub to 2 school sites. The preferred topology for this network is a "hub and spoke" with point-to-point circuits to each school site from the designated hub site.

1. Vendor must provide only 2 strands of fiber for each site. If possible, provide a cost allocation showing that only 2 strands will be charged to the District for each fiber run.
2. Vendors must provide KMZ files for fiber runs.
3. Vendors must list longitude/latitude information for each site to certify accuracy.
4. Project must be completed within **12 months**; vendor cannot begin billing for a circuit until the circuit has been completed to the District's satisfaction.
5. Ongoing Monthly Recurring Costs for Maintenance and Operations for Leased Dark fiber circuits must be specified.
6. All proposed plans should include detailed billing.
7. Provide a Return on Investment (ROI) cost comparison between Leased Dark Fiber and Leased Lit Fiber circuit options over a 20 year period assuming each Lit Fiber site is

configured at a 1Gbps service for the first 5 years, increasing to 5Gbps for years 6-10, and 10Gbps for years 11-20.

8. Cost Proposal will include:
    - Costs for Services by site – See Cost Proposal Section
    - Include costs for both Leased Dark Fiber and Leased Lit Fiber options, as specified
9. All Leased Lit Fiber proposals must have the option to upgrade bandwidth incrementally as needed during the term of the contract if Leased Lit Fiber option is chosen.
10. All sites listed must have the option to downgrade bandwidth as needed during the term of the contract if Leased Lit Fiber option is chosen.
11. Pricing for 60 Month (Five Year) contract terms for Leased Dark Fiber and Leased Lit Fiber. Unless otherwise agreed upon, the contract start date will be July 01, 2019, contingent upon E-Rate funding. The District will have perpetual rights to use the fiber with the first right of refusal after the initial contract term is up.
12. Prices to remain firm through SLD approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the Sacramento City Unified School District and documented with new price sheet sent to the District Office.
13. All equipment/services costs must be new and included and identified separately.
14. Manufacturer must warrant all parts and equipment.
15. Vendor must be a certified reseller of parts and equipment.
16. Vendor can provide alternative financing options compatible with the E-Rate program, if available.

<u>Leased Dark Fiber Maintenance</u>

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

- Call before you dig locate services;
- Routine maintenance and inspection,
- Scheduled maintenance windows and scheduling practices for planned outages,
- Fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used, and who performs the monitoring,
- Handling of unscheduled outages and customer problem reports, description of what service level agreement is included, and what alternative service levels may be available at additional cost,
- What agreements are in place with applicable utilities and utility contractors for emergency restoration,
- Repair of fiber breaks,
- Replacement of damaged fiber,
- Replacement of fiber which no longer meets specifications,
- Policies for customer notification regarding maintenance

<u>Leased Dark Fiber Maintenance Service Level agreement</u>

Responders must include the following:

- Commitment to proactively monitor fiber 24/7/365
- In case of outage or service impacting incident, commitment to inform fiber lessee of any fiber outage or cut within 30 minutes of occurrence
- In case of outage or service impacting incident, commitment to present lessee with plan for service restoration or improvement within one hour of occurrence
- In case of outage or service impacting incident a mean time to repair of 4 hours
- Provide an escalation list with qualifications summary of each person on the escalation list
- Provision of a 24/7/365 phone number in case lessee is first to discover outage or service impacting incident
- Provision of financial or service credit penalty if this service level agreement is violated.

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 July 1, 2019.
6. Indicate how charges will be incurred as services are implemented.
7. Responders must include 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: http://www.usac.org/sl/service-providers/step01/default.aspx

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: http://www.fcc.gov/debt_collection/welcome.html

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 a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

8. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

9. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: https://usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx

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 http://usac.org/sl/applicants/step01/free-services-advisory.aspx. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider

agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4. Starting Services/Advance Installation: The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2019 funding year (July 1, 2019). 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 6, 2002). This FCC decision only applies to Priority 1 services (Telecommunications Services and Internet access). The complete text can be found at the following URL:
     http://www.usac.org/sl/applicants/step05/installation.aspx

   - Category 2
     There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year. We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the

summer recess and provide the maximum amount of time during the summer to install these critical networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (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

In order for the proposal to be considered, said proposal must be clear, concise, complete, well organized, and demonstrate Responder's qualifications, and ability to follow instructions. The quality of answers, 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, four (4) 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.

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. **Addendums**
6. **Completed and signed Submittal pages**

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 sixty (60) 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.

Selection

Upon receipt of proposals, the District's staff will review each Responder's 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. Following selection of a Responders pursuant to this RFP, proposals may be subject to disclosure in accordance with applicable law.

Evaluation Panel

A review and selection committee composed of key District officials and consultants will review and evaluate all proposals.

Evaluation Criteria

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

The contract shall be awarded to the responsive 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.

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.

Contract

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

Contract Type

Depending on the dollar amount if the award(s), the contract(s) resulting from this RFP may be required to be approved by the District's Governing Board. No minimum amount of work is guaranteed.

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 patties 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 and 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.

Insurance Requirements & Indemnity

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

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than $2,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

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.

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.

Conflict of Interest

The successful Responder shall affirm that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interest of the Responder and services under this Agreement. The successful Responder agrees to advise Owner of any actual or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement.

Debarment, Suspension, and Other Responsibility Matters

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

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.

Bid Protest

Bid protests shall be filed in writing with Sacramento City Unified School District Contracts Office, 5735 47th Avenue, Sacramento, California, 95824 by certified or registered mail, not later than three (3) business days after the bid opening. If the protest is based on the selection of the bidder, it shall be filed in writing not later than three (3) business days after notice of selection of the bidder. The protest shall specify the reasons and facts upon which the protest is based.

a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.

b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid 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.
   (1) Without limitation to other bases for protest, an inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
   (2) Without limitation to other bases for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
      (a) The subcontractor is registered prior to the bid opening.
      (b) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
      (c) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
d. The protest must include the name, address and telephone number of the person representing the protesting party.
e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

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.

Public Works Contractor Registration Certification

If the bids for this Project are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

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.

Worker's Compensation

In accordance with the provisions of Section 3700 of the Labor Code, contractor shall secure the payment of compensation to employees. Contractor shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The certificate is included herein.

List of All District Sites

Sacramento City Unified School District

School	Address	City	ST	Zip
District Office - Serna Center	**5735 47th Avenue**	**Sacramento**	**CA**	**95824**
A. M. Winn Elementary	3351 Explorer Drive	Sacramento	CA	95827
Abraham Lincoln Elementary	3324 Glenmoor Drive	Sacramento	CA	95827
A. Warren McClaskey Adult Education Center	5241 J Street	Sacramento	CA	95819
Albert Einstein Middle	9325 Mirandy Drive	Sacramento	CA	95826
Alice Birney Public Waldorf	6251 13th Street	Sacramento	CA	95831
American Legion	3801 Broadway	Sacramento	CA	95817
Arthur A. Benjamin Health Professions High	451 McClatchy Way	Sacramento	CA	95818
Bowling Green Charter McCoy	4211 Turnbridge Drive	Sacramento	CA	95823
Bowling Green Charter Chacon	6807 Franklin Blvd.	Sacramento	CA	95823
Bret Harte Elementary	2751 9th Avenue	Sacramento	CA	95818
C. K. McClatchy High	3066 Freeport Boulevard	Sacramento	CA	95818
Caleb Greenwood K-8	5457 Carlson Drive	Sacramento	CA	95819
California Middle	1600 Vallejo Way	Sacramento	CA	95818
Camellia Basic Elementary	6600 Cougar Drive	Sacramento	CA	95828
Capital City School	7222 24th Street	Sacramento	CA	95822
Caroline Wenzel Elementary	6870 Greenhaven Drive	Sacramento	CA	95831
Cesar E. Chavez Elementary	7500 32nd Street	Sacramento	CA	95822
Charles A. Jones (Adult Ed)	5451 Lemon Hill Avenue	Sacramento	CA	95824
Crocker Riverside Elementary	2970 Riverside Boulevard	Sacramento	CA	95818
David Lubin Elementary	3535 M Street	Sacramento	CA	95816
Earl Warren Elementary	5420 Lowell Street	Sacramento	CA	95820
Edward Kemble Elementary	7495 29th Street	Sacramento	CA	95822
Elder Creek Elementary	7934 Lemon Hill Avenue	Sacramento	CA	95824
Ethel I. Baker Elementary	5717 Laurine Way	Sacramento	CA	95824
Ethel Phillips Elementary	2930 21st Avenue	Sacramento	CA	95820
Fern Bacon Middle	4140 Cuny Avenue	Sacramento	CA	95823
Father Keith B. Kenny Elementary	3525 Martin L. King, Jr. Blvd.	Sacramento	CA	95817
Genevieve F. Didion K-8	6490 Harmon Drive	Sacramento	CA	95831
George Washington Carver	10101 Systems Parkway	Sacramento	CA	95827
Golden Empire Elementary	9045 Canberra Drive	Sacramento	CA	95826
H. W. Harkness Elementary	2147 54th Avenue	Sacramento	CA	95822
Hiram W. Johnson High	6879 14th Avenue	Sacramento	CA	95820
Hollywood Park Elementary	4915 Harte Way	Sacramento	CA	95822
Hubert H. Bancroft Elementary	2929 Belmar Street	Sacramento	CA	95826
Isador Cohen Elementary	9025 Salmon Falls Drive	Sacramento	CA	95826
James W. Marshall Elementary	9525 Goethe Road	Sacramento	CA	95827

John Bidwell Elementary	1730 65th Avenue	Sacramento	CA	95822
John Cabrillo Elementary	1141 Seamas Avenue	Sacramento	CA	95822
John D. Sloat Elementary	7525 Candlewood Way	Sacramento	CA	95822
John F. Kennedy High	6715 Gloria Drive	Sacramento	CA	95831
John H. Still K-8	2250 John Still Drive	Sacramento	CA	95832
John Morse Therapeutic Center	1901 60th Avenue	Sacramento	CA	95822
Kit Carson International Academy	5301 N Street	Sacramento	CA	95819
Leataata Floyd Elementary	401 McClatchy Way	Sacramento	CA	95818
Leonardo da Vinci K-8	4701 Joaquin Way	Sacramento	CA	95822
Luther Burbank High	3500 Florin Road	Sacramento	CA	95823
Mark Twain Elementary	4914 58th Street	Sacramento	CA	95820
Martin Luther King, Jr. K-8	480 Little River Way	Sacramento	CA	95831
Matsuyama Elementary	7680 Windbridge Drive	Sacramento	CA	95831
New Joseph Bonnheim Community Charter	7300 Marin Avenue	Sacramento	CA	95820
New Technology High	1400 Dickson Street	Sacramento	CA	95822
Nicholas Elementary	6601 Steiner Drive	Sacramento	CA	95823
O. W. Erlewine Elementary	2441 Stansberry Way	Sacramento	CA	95826
Oak Ridge Elementary	4501 Martin L. King Jr. Blvd.	Sacramento	CA	95820
Pacific Elementary	6201 41st Street	Sacramento	CA	95824
Parkway Elementary	4720 Forest Parkway	Sacramento	CA	95823
Peter Burnett Elementary	6032 36th Avenue	Sacramento	CA	95824
Phoebe A. Hearst Elementary	1410 60th Street	Sacramento	CA	95819
Pony Express Elementary	1250 56th Avenue	Sacramento	CA	95831
Rosa Parks Middle	2250 68th Avenue	Sacramento	CA	95822
Rosemont High	9594 Kiefer Boulevard	Sacramento	CA	95827
Sam Brannan Middle	5301 Elmer Way	Sacramento	CA	95822
School of Engineering and Sciences	7345 Gloria Drive	Sacramento	CA	95831
Sequoia Elementary	3333 Rosemont Drive	Sacramento	CA	95826
Success Academy	2221 Matson Dr.	Sacramento	CA	95822
Susan B. Anthony Elementary	7864 Detroit Boulevard	Sacramento	CA	95832
Sutter Middle	3150 I Street	Sacramento	CA	95816
Sutterville Elementary	4967 Monterey Way	Sacramento	CA	95822
Tahoe Elementary	3110 60th Street	Sacramento	CA	95820
The Met Sacramento High School	810 V Street	Sacramento	CA	95818
Theodore Judah Elementary	3919 McKinley Boulevard	Sacramento	CA	95819
Washington Elementary	520 18th Street	Sacramento	CA	95811
West Campus	5022 58th Street	Sacramento	CA	95820
Will C. Wood Middle	6201 Lemon Hill Avenue	Sacramento	CA	95824
William Land Elementary	2120 12th Street	Sacramento	CA	95818
Woodbine Elementary	2500 52nd Avenue	Sacramento	CA	95822

NIF (Non-Instructional Facilities)

Children's Center Staff	520 18th Street	Sacramento	CA	95811
Nutrition Services	5100 El Paraiso Avenue	Sacramento	CA	95824
Operations Support Services 1	425 1st Avenue	Sacramento	CA	95818
Purchasing/Warehouse	3051 Redding Avenue	Sacramento	CA	95820
Special Ed Staff	5921 26th Street	Sacramento	CA	95822
Transportation	3101 Redding Avenue	Sacramento	CA	95820

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

Cost Proposal – RFP # 435

Responder Company Name:_____
Responder Name:_____
Responder Title:_____
Responder SPIN:_____
Responder Phone:_____

Please provide pricing for 60-month contract terms below. Contract end dates should fall on June 30. Responders may also include pricing options based on a 36-month contract with 2 one year voluntary extensions using a second copy of this form.

Please include all estimated taxes, fees, and surcharges in all proposals. The District reserves the right to select the most favorable and appropriate solution for each site situation. Include any one-time installation costs, if any. Include costs to extend service from MPOE to the MDF/IDF at each site.

The District is requesting pricing options for Leased Dark Fiber and Leased Lit Fiber as follows:

1) Leased Dark Fiber pricing should be provided as a Non-Recurring Cost (NRC) that includes all installation costs, taxes and fees in the NRC with an ongoing Monthly Recurring Cost (MRC) for Maintenance and Operations; 2) Leased Lit Fiber pricing should be provided as a Monthly Recurring Cost (MRC) and should include all installation costs, taxes and fees in the MRC; and 3) Vendors have the option to provide a Monthly Recurring Cost (MRC) option for Leased Dark Fiber if available. After term pricing must also be provided.

Below pricing is for “point to point” fiber circuits from each school location listed below to the **Sacramento City Unified School District Office located at 5735 47th Ave, Sacramento, CA 95824** (the “hub” of the network).

Request for Proposals
Leased Dark or Leased Lit Fiber Services for E-Rate Year 22

	Sites	Total NRC for Dark Fiber	MRC for Dark Fiber (Maint. & Operation costs)	MRC for Lit Fiber 1 Gbps	MRC for Lit Fiber 2 Gbps	MRC for Lit Fiber 10 Gbps	Latitude/ Longitude coordinates for site
1	A. Warren McClaskey Adult Education Center 5241 J Street Sacramento, 95819						
2	The Met Sacramento High School 810 V Street Sacramento, 95818						

Responders must also include addendums specifying all information required in the Project Scope and Responder Service Provider sections of this RFP (pages 5-7).

RFP Form

RFP # 435
Sacramento City Unified School District
5735 47th Ave.
Sacramento, California 95824

To: Superintendent and Members of the Board of Education

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

Dated this _____ day of _____ , 2019

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

Jorge Aguilar, Superintendent
Dr. John Quinto, Chief Business Officer

Letter of Agreement

Pursuant to the terms of Sacramento City Unified School District's RFP # 435 for Leased Dark Fiber Service, (Name of Company) _____'s response to RFP #435 dated (mm/dd/yyyy) _____, (Name of Company) _____ will provide the equipment and services per RFP # 435 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 2019 (Year 22), 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: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: 5735 47th Avenue	Address: _____
Sacramento, CA 95824	_____
Email: _____	Email: _____
Phone: _____	Phone: _____

Fingerprint Certification

RFP # 435

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 # 435

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

_____

Signature

_____

Printed Name

_____

Title

_____

Responder

_____

Date

Insurance Acknowledgement

RFP # 435

Notice to Bidders regarding Indemnity and Insurance Requirements
Summary of Indemnification and Insurance Requirements:

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to Sacramento City Unified School District (Buyer). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by Buyer.
2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to Buyer and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to Buyer.
3. Contractor shall provide Buyer with Certificates of Insurance including all required endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Buyer before work begins. Buyer reserves the right to require full-certified copies of all Insurance coverage and endorsements.

   Certificates and insurance policies shall include the following clause:
   "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice have been mailed to SCUSD stating date of cancellation or reduction may not be less than ten (10) days after date of mailing notice."

   Certificate of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.

4. Indemnification & Insurance:
   Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.
   Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional

general liability insurance coverage in a sum not less than $2,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

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

_____

_ Signature

_____

_ Printed Name

_____

_ Title

_____

_ Responder

_____

_ Date

Designated Subcontractors List

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

PROJECT: Leased Dark or Leased Lit Fiber Services for E-Rate Year 22

Bidder 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 Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder 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 alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Bid, including alternates.

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: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

Workers' Compensation Certification

PROJECT/CONTRACT NO.: 19-435, Leased Dark or Leased Lit Fiber Services for E-Rate Year 22, between Sacramento City Unified School District ("District") and _____ _____("Contractor" or "Bidder") ("Contract" or "Project").

The Bidder and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this 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 State of California Department of Industrial Relations, 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. (1770 & 3700)of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the Director of the State of California Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at http://www.dir.ca.gov.

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one (1) or more insurers duly authorized to write compensation insurance in this state; and/or

b. By securing from the Department of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Department of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)