



Acalanes Union High School District
1212 Pleasant Hill Rd.
Lafayette, CA 94549
925-280-3900

LIT FIBER HIGH SPEED TRANSPORT SERVICES

LIT FIBER REQUEST FOR PROPOSAL 2022_300

E-rate Funding Year 2022-2023

Request for Proposal Issued: November 19, 2021
Proposal Response Due: December 17, 2021, 1:00 PM, Pacific Time Zone

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Request for Proposal

NOTICE IS HEREBY GIVEN that Acalanes Union High School District, acting by and through its Board of Education, will receive up to, but no later than **December 17, 2021, 1:00 PM, Pacific Time Zone** (no public Request for Proposal response opening), sealed RFP responses from qualified Responders for award of contract for the following:

LIT FIBER HIGH SPEED TRANSPORT SERVICES LIT FIBER RFP 2022_300

SUMMARY

Acalanes Union High School District (**hereinafter referred to as “District” or “AUHSD”**) is soliciting Request for Proposal (RFP) responses and quotes, including applicable installation, monthly recurring services costs and monthly taxes and surcharges, for E-rate eligible leased **Lit Fiber High-Speed Transport Services** between all schools and non-instructional facilities within District and high-speed service costs for transport from collector site to Internet Service Provider.

SCOPE OF WORK

1. District currently has four (4) sites; each site has one (1) 3 Gbps Wide Area Network (WAN) connection.
2. Each of the four (4) sites connect to collector site, Del Valle Education Center (Del Valle), 1963 Tice Valley Boulevard, Walnut Creek, CA 94595.
3. All four (4) WAN connections should be configured with a **minimum 3 Gbps**, and **include pricing for growth to 5 Gbps, and 10 Gbps.**
4. District also requires one (1), **minimum 10 Gbps**, transport circuit to District’s Internet Service Provider (ISP).
5. The 10 Gbps transport circuit is to be installed at Del Valle Education Center (Del Valle), 1963 Tice Valley Blvd., Walnut Creek, CA 94595.
6. The 10 Gbps circuit should be configured with **minimum bandwidth of 10 Gbps; include pricing for growth to 20 Gbps and 25 Gbps.**
7. The current ISP is Contra Costa County Office of Education (CCCOE), located at 77 Santa Barbara Rd., Pleasant Hill, CA.
8. **District seeks pricing for a 5-year term contract.** Bidders may offer voluntary contract extensions, but contract extensions must be identified within awarded contract and must be of a specified number and duration. Contracts with automatic or evergreen contract extension terms will not be considered.
9. For any needed installation work for Lit Fiber services, any wall and ceiling penetrations at school district locations must be approved by District.
10. Any equipment included in proposal will be owned and maintained by awarded service provider, with no option for transfer of ownership to lessee.

RFP SCHEDULE

Solicit RFP Responses	November 19, 2021
RFP question deadline	November 29, 2021
RFP question response	December 2, 2021
RFP closing	December 17, 2021, 1:00 PM Pacific Time Zone (no public RFP response opening)
Service Provider Award	Before Funding Year 2022 471 filing deadline date
Purchase Orders	Contingent on E-rate award and District funding

PROPOSAL EVALUATION

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 and properly completed. Vendors may also provide any and all recommendations for consideration such as support and design relevant to the total solution of the District's technology needs. The successful RFP respondent will be chosen based upon best value.

EVALUATION CRITERIA

Factor	Weight
Price of eligible goods and services including installation costs, and/or Curb-to-MPOE or Build-out charges etc.	30%
Prior experience with District	15%
Local vendor with local staff and repair personnel based within San Francisco Bay Area	10%
Client references and/or citations from previous projects of similar size and complexity	15%
Accuracy, completeness, and responsiveness to RFP requirements	15%
Other cost factors (including price of ineligible goods and services, costs of changing providers, etc.)	15%

PROJECT REQUIREMENTS

1. District is requesting proposals to provide reliable Lit Fiber Services to support WAN to connect schools and transport services to ISP, without oversubscription. All sites are listed on Appendix A.
2. The current network configuration is shown in Attachment 1.
3. For locations and bandwidth of services, complete Appendix A. (A spreadsheet formatted the same as pricing table in Appendix A is acceptable). Proposals must include:
 - a. Costs for a minimum of 3 Gbps WAN connection for each site with ability to increase bandwidth up to 10 Gbps.
 - b. Costs for a minimum 10 Gbps transport to ISP, with ability to increase bandwidth to 25 Gbps.
 - i. If there are Installation, Curb-to-MPOE, or any other build-out costs, District requires amortization of these costs into the monthly recurring charges.
 - ii. Any installation or build-out costs must be itemized on Appendix A.

3. All sites listed must have option to upgrade bandwidth incrementally, as shown in Appendix A, during contract term.
4. District must have the option to add additional circuits as needed for the same or lower cost during the term of the contract.
5. Each site must support a **10 Gbps SFP+** connection.
6. All sites listed must include option to downgrade bandwidth, as needed, during contract term.
7. Unless otherwise agreed upon, contract start date and service to be installed and fully operational by July 01, 2022.
8. Any costs for terminating contract early must be specified in proposal.
9. Proposers must complete and submit Appendix A (RFP Response Form).
10. Bidders may attach additional pertinent information they deem important to selection, implementation, and overall success of the projects.
 - A. District reserves the right to retain all RFP responses and to use any response ideas regardless of whether proposal is selected. Submission of a proposal indicates acceptance by Responder of conditions contained in this request for proposal, unless clearly stated and specifically noted in proposal submitted and in the contract between District and Responder selected.
 - B. Proposals may be withdrawn by proposer prior to time set as RFP deadline but may not be withdrawn after date set for submittal of proposals. The successful proposer(s) shall not be relieved of the proposal submitted without District's consent or proposer's recourse to Public Contract Code Sections 5100, et seq.

RFP QUESTIONS AND E-RATE SPECIAL CONDITIONS

1. All questions regarding this RFP should be directed to Bev Agron at bagron7@outlook.com with subject: "**LIT FIBER E-RATE RFP 2022_300 question.**" Questions must be submitted no later than end of business day, **November 29, 2021**. Responses will be posted on District website & USAC system portal (EPC).
2. Prices to remain firm through SLD approval, execution, and duration of proposed contract. Any price decrease for this service shall be passed on to District and documented with new price sheet sent to Abhi Brar, Director, Curricular Innovation and Educational Technology, 1212 Pleasant Hill Road, Lafayette, CA 94549.
3. This RFP will be posted on District website at <https://www.acalanes.k12.ca.us/RFP> and associated E-rate Form 470 will be posted on USAC E-rate system portal and viewed via USAC website: <https://data.usac.org/publicreports/Forms/Form470Rfp/Index>. Any additions or corrections and questions and answers will be addressed in the form of RFP Addenda posted to these sites.
4. It is prospective proposer's responsibility to check said websites for any RFP updates, Q & A or RFP Addenda. Go to <http://www.usac.org/sl/> for instructions on viewing Form 470s and related documents.
5. District may proceed before E-rate funding is approved by E-rate program administration, USAC, and within a timeline agreed to by winning Service Provider and District.

- District reserves the right to change quantities ordered and/or modify part numbers ordered to current models, as applicable.

DUE DATE AND PROPOSAL FORMAT REQUIREMENTS

- Proposals **must be submitted in a sealed envelope**, clearly marked “**Lit Fiber High Speed Transport Services, LIT FIBER RFP 2022_300**” and delivered to **Acalanes Union High School District Office**, 1212 Pleasant Hill Rd, Lafayette, CA 94549 for date and time stamping **at or before 1:00 PM, Pacific Time Zone, December 17, 2021. Faxed or emailed RFP responses will not be accepted.**
- RFPs will be opened shortly after due date and before FY2022-2023 Form 471 submission deadline. Results to be posted on District website <https://www.acalanes.k12.ca.us/RFP>.
- Sole responsibility rests with RFP responders to ensure their RFP responses are received on time at stated location. Any RFP responses received after due date and time will be returned unopened to responder. No exceptions will be allowed.
- A total of **FOUR (4)** copies of proposals **must** be submitted:
 - One (1) signed** original proposal.
 - Two (2) hard** copies of proposal (**three hard** copies total).
 - PLUS, one** digital copy (PDF format on USB flash drive preferred).
- RFP responses must be in 8 ½ x 11-inch format and total RFP response materials, including sample contract, **should not exceed 40 pages in total. Each page of proposal must be numbered, sequentially.**
- All prices or notations must be typed or written in ink. Proposals written with pencil will not be accepted. Proposal submitted must not contain erasures, interlineations, or other corrections, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction surname or surnames of person or persons signing the proposal.
- RFP RESPONSE FORMS: The following documentation must be completed and submitted in response to LIT FIBER RFP 2022_300:**
 - Appendix A: RFP Response Form
 - Appendix B: Service Provider Contact Information
 - Appendix C: Letter of Agreement
 - Appendix D: Vendor/Service Provider Acknowledgements
 - Appendix E: Non-Collusion Affidavit
 - Appendix F: Fingerprint Certification
 - Appendix G: Worker’s Compensation Insurance Certificate
- ALL COSTS INCLUDED:** All costs for a complete, operational WAN network and Transport circuit to Internet Service Provider, as specified in this RFP Response Form (“Appendix A”), and applicable taxes and surcharges must be included in RFP response. These specifications are meant to outline District’s functional requirements and are not meant to be an exhaustive list of services required to accomplish these requirements.
- Respondents must identify and include in RFP responses any and all E-rate eligible and ineligible costs. If services or equipment are only partially eligible for Funding Year 2022-2023

E-rate funding, RFP respondents must identify percentage eligibility of each line item for E-rate FY2022-2023. Ineligible line items and associated costs must be clearly identified. **The total monthly cost of eligible items must be clearly listed and summarized within RFP response; ineligible costs and line items must be listed and priced separately from eligible items, consistent with E-rate Funding Year 2022-2023 Eligible Services List.**

10. The following documentation is required in RFP Proposal Responses:

- A. Address all requirements as specified in RFP Proposal Format Requirements above.
- B. RFP responders shall list pricing for all requested items in "Appendix A" (RFP Response Form).
- C. Quote on each item separately.
- D. Prices should be stated based on quantities/units specified on "Appendix A" (RFP Response Form).
- E. Show applicable discounts separately, if applicable.
- F. Each proposal shall conform and be responsive to District RFP specifications. Proposals shall include complete specifications and rates for all items requested.
- G. The agreement resulting from this RFP may be required to be approved by District's Governing Board. No minimum amount of work is guaranteed.
- H. District reserves the right to reject all proposals for any reason whatsoever. If there are no proposals received by RFP deadline of December 17, 2021, 1:00 p.m., Pacific Time Zone. District will extend RFP deadline by ten (10) days, so as to follow State and Local Procurement Law and seek out proposals from multiple Service Providers. A new Form 470 and bidding process is not required.
- I. District may waive informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other RFP responses. The issuance of this RFP and receipt of responses does not commit District to award a contract. District expressly reserves the right to postpone RFP 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.
- J. AUHSD reserves the right, in its sole discretion, to determine criteria and process whereby RFPs are evaluated and awarded.

REQUIRED SERVICE PROVIDER INFORMATION

1. Responder should indicate length of time business has provided services to E-rate applicants.
2. Describe maintenance and trouble notification procedures in detail, including hours of operation.
3. Provide at least three (3) references of similar size and scope, preferably school districts, with the following information:
 - Client name
 - Contact name, e-mail, and telephone number
 - Date of contract

- Service/equipment installed

VENDOR/SERVICE PROVIDER REQUIREMENTS

RFP respondents must meet or exceed minimum qualification requirements.

All submitted proposals must provide all requested information in proposal document. **Any portion not included will be cause for elimination from the quote process.** The information should be organized as specified in Proposal Format Requirements. The District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the RFP. All information submitted is to be considered public knowledge and will be subject to The Public Records Act or any other applicable laws.

1. Service Providers are required to be in full compliance with all current requirements and future requirements issued by USAC/SLD throughout the contractual period of any contract entered into as a result of this RFP.
2. Service Providers are responsible for providing **valid SPIN** (Service Provider Identification Number). More information about obtaining SPIN may be found at <https://www.usac.org/e-rate/>.
3. Service Providers are responsible for providing a **valid Federal Communications Commission (FCC) Registration Number (FRN)** at the time RFP response is submitted. More information about obtaining an FRN may be found at <https://www.fcc.gov/>.
4. Service Providers are responsible for providing **evidence of FCC Green Light Status** at the time proposal is submitted. Any potential RFP proposer found to be in Red Light Status will be disqualified from participation in the RFP proposal process and will be considered non-responsive. Information about FCC Red and Green Light Status may be found at <https://apps.fcc.gov/cores/userLogin.do>.
5. Products and services must be delivered before billing can commence. At no time, may Service Provider invoice before July 1 of the funding year.
6. Goods and services provided shall be clearly designated as “E-rate Eligible”. Ineligible goods and services shall be clearly called out as 100% ineligible or shall be cost allocated to show the percentage of eligible costs per SLD guidelines.
7. Within one (1) week of award, awarded Service Provider must provide District a bill of materials using a completed USAC “**Bulk Upload Template**” (formerly known as “Item 21”), <https://www.usac.org/e-rate/> Subsequent schedules of values and invoices for each site must match Bulk Upload Template or subsequent service substitutions. A summary sheet must also be provided to indicate the cumulative dollar amount for all sites and associated costs.

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

TERMS AND CONDITIONS

1. **TAXES AND INSURANCE:** All insurance that may be required shall be included in all RFP response quotations. The District is not exempt from California state sales and use taxes. The District is exempt from paying Federal Excise Taxes. Any applicable taxes & surcharges shall be included in RFP response quotations as a separate line item.
2. **SIGNATURE:** The proposal must be signed in the name of the RFP responder and must bear the wet signature in longhand of the person or persons duly authorized to sign the proposal. In case a proposal is submitted by a corporation, it must be signed in the name of such corporation by a duly authorized officer or agent thereof.
3. **MODIFICATIONS:** Changes in or additions to the proposal form, alternative proposals, or any modifications of the proposal form which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive to the invitation to proposal. No oral or telephonic (facsimile machine, FAX, inclusive) modifications of any proposal submitted will be considered.
4. **EXAMINATION OF CONTRACT DOCUMENTS:** RFP respondents shall thoroughly examine and be familiar with the Drawings and Specifications. The failure or omission of any respondent to receive or examine any contract documents, forms, instruments, addenda or other documents or to visit the site and acquaint himself with existing conditions there shall in no way relieve any respondent from obligations with respect to his proposal or the contract. The submission of a proposal shall be taken as "Prima Facie" evidence of compliance with this section.
5. **ERROR IN PROPOSAL:** Any claim by respondent of error in his proposal must be made before proposals are opened, or the claim shall be deemed waived. Any respondent may withdraw his proposal at any time between hour of proposal submittal and RFP response deadline.
6. **WITHDRAWAL OF PROPOSAL:** Any respondent may withdraw his proposal by written request. All proposals received by the District shall remain subject to acceptance for a period of ninety (90) calendar days after the date of the proposal opening.
7. **AWARD OF CONTRACT LIMITATION:** No proposal will be accepted from or contract awarded to any party or firm in arrears to the District, or who is a defaulter as surety, contractor or otherwise.
8. **EVIDENCE OF RESPONSIBILITY:** Upon District request, a respondent whose proposal is under consideration for the award of Contract shall submit promptly to the District satisfactory evidence showing the respondent's financial resources, his experience and organization available for the performance of the contract.
9. **ACCEPTANCE OR REJECTION OF PROPOSALS:** The AUHSD Board of Education reserves the right to reject any and all proposals, or any or all items of any proposal, or waive any irregularity of any proposal.
10. **THE CONTRACT:** The respondent to whom the award is made shall be required to enter into a written contract with the District. These RFP specifications and respondent's proposal will be attached to, and become a part of, the final contract documents.

11. **PREVAILING LAW:** In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations, or rules, then the latter shall prevail.
12. **FEDERAL OR STATE REGULATIONS:** The RFP Respondent's proposal and any contract entered into are subject to all applicable statutes of the United States and the State of California and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract. All RFP responses shall comply with the current federal, state, local and other laws relative thereto.
13. **ASSIGNMENT PROHIBITED.** No contract awarded under this proposal shall be assigned without the approval of the AUHSD Board of Education.
14. **PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS.** The Proposer shall save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by the District, or by any of its officers or agents of items to be supplied by the Proposer.
15. **DELIVERY.** All items shall be delivered in quantities specified in contract F.O.B. to District Technology Office, 1963 Tice Valley Blvd., Walnut Creek, CA 94595. Deliveries in advance of time specified in contract shall not be accepted unless Respondent has obtained prior approval from District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Respondent delivers an item which does not conform to the Specifications, the District 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 Respondent, as described in this paragraph, shall be paid by the Respondent or his surety.
16. **INSPECTION OF ITEMS FURNISHED.** All items furnished shall be subject to inspection and rejection by District for defects or non-compliance with specifications. The cost of inspection on deliveries or offers for delivery which do not meet specifications may be deducted from contract price.
17. **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 Responder may submit a proposal to furnish an item other than that named, but item(s) offered by Responder must state in the RFP Response Form the brand with its model number, if any, that will be furnished. All equivalent or alternative items must include specifications demonstrating equivalency, or product(s) will not be considered. District shall be the sole judge of whether an offered item is equivalent of named item. If Responder fails to write in brand and model number of items to be furnished, it is understood Responder will furnish item named by District as the standard of quality and utility.
18. **SAMPLES.** Where Responder 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 proposal submitted is for any other brand or make than that so named, a sample thereof must be furnished, if requested, or the proposal on the item will not be considered. The sample submitted shall be the exact item the Responder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.
19. **INABILITY TO PERFORM.** In the event Respondent is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an act of God, which is not the fault of the Respondent, the Respondent shall not be required to deliver or perform, subject to the following requirements:
 - A. Respondent shall send written notice to the District of the Respondent's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The Respondent shall send such notice as

soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by the District or no later than the date specified in the contract for delivery or other performance, whichever is applicable.

- B. District may cancel the contract or purchase order, entirely or in part.
- C. Respondent shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by District of a new purchase order or other written instruction.

20. **WARRANTY-PRODUCT.** Seller warrants that all articles furnished shall be free from all defects of material and workmanship, that all articles shall be fit and sufficient for the purposes intended, and shall save, keep, bear harmless and fully indemnify the District and any of its officers, employees, or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise from Buyers normal use.
21. **EQUAL OPPORTUNITY EMPLOYMENT (EEO).** RFP Respondent, in submitting his proposal certifies they are an Equal Opportunity Employer, and certifies they are in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.
22. **NONDISCRIMINATION CLAUSE (OCP-1):** During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee of applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.9 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in chapter 5 Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
23. **GOVERNING LAW AND VENUE:** In the event of litigation, the RFP proposal 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 Contra Costa County.
24. **CONTACT WITH BOARD OF EDUCATION:** 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 an RFP response. Any RFP respondent violating this policy shall be deemed disqualified from the RFP process. Should such contact come to light after RFP is awarded, and entity was deemed the successful Respondent, Board reserves the right to cancel any contract awarded.
25. **ARBITRATION:** All claims of \$375,000 or less which arise between RFP Respondent and the District shall be subject to the settlement and arbitration provisions set forth in the public Contract Code Sections 20104 through 20104.8, which provisions are incorporated hereby by this reference.

26. **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 Commission (FCC), via the Schools and Libraries Division (SLD). The proposal and 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.
27. **RIGHT TO TERMINATE:** District reserves the right to terminate this Request for Proposal and all documents associated with the Request for Proposal, including but not limited to a Letter of Intent, 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 District shall not be responsible for any costs to Respondent/Contractor prior to termination.
28. **PUBLIC WORKS CONTRACTOR REGISTRATION REQUIREMENTS (SB 854):** Public works, in general, means construction, alteration, demolition, installation, or repair work done under contract and paid in whole or in part out of public funds. All contractors and subcontractors in the State of CA are required to meet minimum qualifications and register (and annually renew) online. Details concerning these requirements, found in Labor Code Section 1773.3, applies to all public works projects. Go to <https://www.dir.ca.gov/> for details on SB 854 program requirements.
29. **Public records requests** should be submitted to District Superintendent's Office.
30. **RFP PROTEST.** Any RFP award protest by any RFP Responder must be submitted in writing to **Acalanes Union High School District**, Attn: Abhi Brar, Director, Curricular Innovation and Educational Technology, 1212 Pleasant Hill Rd, Lafayette, CA 94549, before 3:00 PM. (per District clock) of the third (3rd) business day following proposal award.
 - A. Protest must contain a complete statement of any and all basis for protest.
 - B. Protest must refer to specific portions of all documents that form basis of the protest.
 - C. Party filing the protest must have actually submitted an RFP Response.
 - D. An RFP respondent may not rely on the RFP protest submitted by another RFP respondent but must timely pursue his or her own protest.
 - E. Protest must include name, address, and telephone number of person(s) representing protesting party.
 - F. Party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other RFP proposers who appear to have a reasonable prospect of receiving an award, depending upon outcome of protest.
 - G. RFP respondent whose RFP proposal has been protested may submit a written response to the protest. Such response shall be submitted to District no later than 4:00 p.m., no later than three (3) working days after the deadline for submission of RFP award protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to protesting RFP respondent and to all other respondents who appear to have a reasonable prospect of receiving and award, depending upon the outcome of the protest.
 - H. The procedure and time limits set forth in this paragraph are mandatory and are each respondent's sole and exclusive remedy, in the event of RFP award protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the RFP award protest, including filing a Government Code Claim or legal proceedings.
 - I. A "business day", for purposes of this section, means a weekday during which the District's

office is open and conducting business.

31. **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.
32. **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.
33. **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.
34. **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:
 - A. 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;
 - B. 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;
 - C. 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
 - D. 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.

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

35. **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.
36. **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 an 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.

37. **TERMIINATION 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.
38. **COVID-19 Vaccine Verification:** AUHSD will follow all Federal, State, County and local guidelines for COVID-19 vaccination requirements, including those provided by Cal/OSHA and CDC. All agencies, contractors and their employees performing work at any District facilities must provide proof of vaccination or attestation that the individuals performing work are fully vaccinated against COVID-19. This attestation must be provided in writing to the AUHSD District Office.
39. **INSURANCE** (for services/work performed on District property):
CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder. With respect to the performance of work under this Agreement, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as described below:
 - A. Workers compensation insurance with statutory limits as required by the Labor Code or the State of California. Said policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".
 - B. Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than **\$2,000,000** combined single limit for each occurrence.
 - C. Automobile liability insurance covering bodily injury and property damage in an amount no less than **\$1,000,000** combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Automobile physical damage coverage no less than **\$1,000,000**.
 - D. Contractor shall carry general aggregate liability policy of no less than **\$4,000,000**.

APPENDIX A: RFP RESPONSE FORM

**Lit Fiber High Speed Transport Services 2022_300
Funding Year 2022-2023**

TO THE HONORABLE:

Governing Board of Acalanes Union High School District, Lafayette, California, hereinafter referred to as AUHSD or District:

LADIES/GENTLEMEN:

The undersigned hereby proposes and agrees to furnish any and all required materials, equipment, transportation for RFP **Lit Fiber High Speed Transport Services** for Acalanes Union High School District in strict conformity with this RFP.

NOTE: Vendors must identify and include in their proposal all costs for a complete, operational WAN network and Internet Transport circuit, including all installation costs, Curb-to-MPOE or build-out charges (if any), and all applicable taxes and surcharges. Ineligible costs should be clearly identified.

The undersigned acknowledges that AUHSD 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 contract negotiated implementing this proposal, are conditional and subject to full E-rate funding by the SLD. The Acalanes Union High School 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.

Locations where requested services are to be installed:

Sites No. 1-5

No.	School or Site Name	Address	City	Zip
1	Acalanes High School	1200 Pleasant Hill Road	Lafayette	94549
2	Las Lomas High School	1460 South Main Street	Walnut Creek	94595
3	Campolindo High School	300 Moraga Road	Moraga	94556
4	Miramonte High School	750 Moraga Way	Orinda	94563
5	Center for Independent Study	1963 Tice Valley Blvd.	Walnut Creek	94595

PRICING SUBMISSION INSTRUCTIONS

1. Ineligible line items and associated costs must be clearly identified and listed separately.
2. A spreadsheet formatted the same as pricing table in Appendix A is acceptable.

District seeks proposals for Lit Fiber High Speed Transport Services for the following locations and speeds at each location listed below:

REMOTE SITES & COLLECTOR

Item No.	Location	Minimum WAN Bandwidth Rate/Port	Install Costs for Min WAN B/W	3 Gbps MRC	Install Costs	5 Gbps MRC	Install Costs	10 Gbps MRC	Install Costs
	Del Valle Education Center – Collector Site	Collector Site 4 x 10 Gbps/3 Gbps each							
1	Acalanes HS – MDF	10 Gbps/3 Gbps							
2	Campolindo HS – MDF	10 Gbps/3 Gbps							
3	Miramonte HS – MDF	10 Gbps/3 Gbps							
4	Las Lomas HS – MDF	10 Gbps/3 Gbps							

INTERNET TRANSPORT

Item No.	Location	Min. Internet Transport Bandwidth	10 Gbps MRC	Install Costs for 10 Gbps Internet transport	20 Gbps MRC	Install Costs to increase to 20 Gbps	25 Gbps MRC	Install Costs to increase to 25 Gbps
	Del Valle Ed Center	{Blank}	{Blank}	{Blank}	{Blank}	{Blank}	{Blank}	{Blank}
5	CCCOE – ISP (current ISP)	10 Gbps						

PRICING SUMMARY

Ineligible Costs: \$_____

Monthly Taxes & Surcharges for four (4) 3 Gbps WAN & one (1) 10 Gbps circuit (internet transport): \$_____

Total Monthly Recurring Cost for four (4) 3 Gbps WAN circuits and one (1) 10 Gbps circuit (internet transport), including taxes and surcharges: \$_____

The undersigned has carefully checked all the above and understands that the Governing Board of **Acalanes Union High School District** will not be responsible for any errors or omissions on the part of the undersigned in responding to this RFP.

The undersigned acknowledges that the **Governing Board of Acalanes Union High School District** reserves the right to reject any and all RFPs and/or waive any irregularities or informalities in the RFP.

Signature_____

Date_____

Name_____

Title_____

Company_____

APPENDIX B: SERVICE PROVIDER CONTACT INFORMATION

**Acalanes Union High School District
LIT FIBER E-RATE FY 2022_300
Lit Fiber High Speed Transport Services**

RFP Responder must provide the following:

Service Provider Company Name: _____

Service Provider SPIN: _____

Service Provider FCC RN: _____

Person authorized to negotiate and sign the terms and conditions of any agreement between responder and Acalanes Union High School District.

Name: _____

Title: _____

Company: _____

Address: _____

City, State, Zip code: _____

Phone: _____

Fax: _____

Email: _____

APPENDIX C: LETTER OF AGREEMENT



**Acalanes Union High School District
Letter of Agreement**

(Name of Company)

Pursuant to the terms of Acalanes Union High School District’s RFP for **Lit Fiber High Speed Transport Services**, (Company/Vendor) _____’s response to **LIT FIBER RFP 2022_300** dated (mm/dd/yyyy)_____, (Company/Vendor)_____ will provide and furnish any and all required material, equipment, transportation and services per **LIT FIBER RFP 2022_300** effective the date of issuance of Acalanes Union High School District’s District Purchase Order(s).

(Company/Vendor)_____ and Acalanes Union High School District acknowledge 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 Acalanes Union High School District for E-rate Year 2022-2023 (Year 25), and Acalanes Union High School District Board of Education approval.

The Acalanes Union High School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the RFP, 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 cancellation and/or termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The Acalanes Union High School District shall not be responsible for any costs to Service Provider/Vendor prior to cancellation and/or termination of said RFP.

Acalanes Union High School District

(Company/Vendor name)

Authorized Representative Signature

Authorized Representative Signature

Authorized Signatory’s Name
Title: Chief Business Official

Authorized Signatory’s Name
Title:

Date: _____

Date: _____

Address: _____

Address: _____

APPENDIX D: VENDOR/SERVICE PROVIDER ACKNOWLEDGEMENTS

1. Service Provider acknowledges that no change in products and/or services specified in this document will be allowed without prior written approval from District and USAC service substitution approval, with the exception of Global Service Substitutions.
2. Service Provider acknowledges its offer is the Lowest Corresponding Price (LCP) pursuant to Code of Federal Regulations (C.F.R.) § 54.511(b). Should it not be the LCP, Service Provider must disclose conditions leading to the applicant being charged in excess of the LCP. Further details regarding LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/>.
3. This offer is in full compliance with USAC's Free Services Advisory. There are no free services offered that would predicate an artificial discount and preclude applicant from paying its proportionate non-discounted share of costs. Service Provider agrees to provide substantiating documentation to support this assertion should applicant, USAC or FCC request it.
4. Invoicing: 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). AUHSD will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472).
 - a. The maximum percentage AUHSD will be liable for is pre-discount amount minus funded amount as shown on FCC Form 471 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, AUHSD shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should AUHSD decide that it is in the best interest of AUHSD to file a Form 472, AUHSD will inform Service Provider of its intent.
 - b. All Service Provider invoicing to USAC must be completed within 120 days from last day of service. Should Service Provider fail to invoice USAC in a timely manner, AUHSD will only be responsible for paying its non-discounted share.
5. 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 contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of 2022-2023 funding year (July 1, 2022).
6. FCC/SLD Auditability: The E-rate program requires all records be retained for at least **ten (10) years** from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the Vendor/Service Provider Requirements and Acknowledgements above, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ Title: _____

Printed Name: _____

Phone Number: _____ Email: _____

Service Provider Name: _____

APPENDIX E: NON-COLLUSION AFFIDAVIT

**Acalanes Union High School District
Lit Fiber High Speed Transport Services**

State of California}
County of Contra Costa}

_____ (Responder's Name), being first duly sworn, deposes and says that he or she is Owner of _____ (Contractor Name) the party making the foregoing RFP that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the RFP is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham RFP, and has not directly or indirectly colluded, conspired, connived, or agreed with any Responder or anyone else to put in a sham RFP, or that anyone shall refrain from proposing; that the Responder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the RFP price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the RFP price, or of that of any other Respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFP are true; and further, that the Responder has not directly or indirectly, submitted his or her RFP price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham RFP.

Date

Signed at (Place)

RFP Responder Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

APPENDIX F: FINGERPRINT CERTIFICATION

Lit Fiber High Speed Transport Services, LIT FIBER RFP 2022_300

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 Acalanes Union High 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)

APPENDIX G: WORKER'S COMPENSATION INSURANCE CERTIFICATE
Lit Fiber High Speed Transport Services RFP 2022_300

Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require 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.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing _____

Attachment 1 – Current Network Configuration

