



SFUSD SAN FRANCISCO
PUBLIC SCHOOLS

PURCHASING DEPARTMENT

135 VAN NESS AVENUE, ROOM 123
SAN FRANCISCO, CA. 94102

T 415.241.6468
F 415.241.6487

WWW.SFUSD.EDU

**MULTI-YEAR CONTRACT FOR E-RATE ELIGIBLE
WIDE AREA NETWORK (WAN) SERVICES**

REQUEST FOR PROPOSAL (RFP)

PROPOSAL No. 061-12144016-16EF



FCC FORM 470 NO. 160015054



PROPOSAL DUE DATE AND TIME: FEBRUARY 05, 2016, 2:00PM



MAIL OR DELIVER PROPOSALS TO:

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
135 VAN NESS AVENUE, ROOM 101
SAN FRANCISCO, CA. 94102

Table of Contents

<u>Section</u>	<u>Topic</u>	<u>Page</u>
1.0 - Purchase Agreement Proposal	3
2.0 - Background	4
2.1 - Background and Overview	4
2.2 - Purpose and Expectations	4
3.0 - General Terms and Conditions	8
4.0 - E-rate Supplemental Terms and Conditions	16
4.1 - E-rate Contingency	16
4.2 –Service Provider Requirements	16
4.3 –Service Provider Acknowledgements	17
4.4 –Starting Services/Advance Installation	18
4.5 - Invoicing	19
4.6 - FCC/SLD Auditability	19
4.7 - Procurement of Additional Goods and/or Services/Coterminous Expiration	19
5.0 – Projected Calendar of Events	21
6.0 - Qualifications	22
7.0 - Wide Area Network Requirements	23
8.0 - Submittal Information	24
9.0 - Evaluation and Selection Process	26
10.0 - Request for References	27
11.0 - Vendor Background	28
12.0 – Questions Regarding the RFP	28
13.0 – RFP Publication Locations	28
14.0 – Acknowledgement Statement	29
15.0 – Contract Agreement Sample – Attachment A	30
16.0 – Performance Bond Sample – Attachment B	36

PROPOSAL PURCHASE AGREEMENT

(Indefinite Quantity)

**RETURN ONE SIGNED COPY OF
THIS PAGE WITH EACH PROPOSAL**

PRE-PROPOSAL CONFERENCE AT (Not Applicable)

**AT: SAN FRANCISCO UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
135 VAN NESS AVENUE, ROOM 123
SAN FRANCISCO, CA 94102
TEL: 415-241-6468**

PROPOSAL NO: 061-12144016-16EF

DATE: 01/07/2016

DELIVER PROPOSAL, properly executed, to Purchaser, prior to opening time, in sealed envelope with Purchase Agreement Proposal Number and Commodity inscribed hereon.
(Include one signed copy of Page 1; retain Bidder's Duplicate copy for your file).

DO NOT INCLUDE SALES OR EXCISE TAXES IN PROPOSAL PRICES (See Section 3.33)

Upon receipt of Purchase Agreement Acceptance, the undersigned hereby promises and agrees to furnish, subject to provisions of Section 3.23 and 3.27 on Pages 9 & 10, all articles or services within the dates specified, in the manner and form and at the prices herein stated in strict accordance with the advertisement, specifications, proposals, general conditions, special conditions and proposal sheet all which are made a part of the purchase agreement, when authorized by *Purchase Orders, Revolving Fund Orders, or Encumbrance Requests.*

Name under which business is conducted _____

Business Street Address _____ Tel: _____

City

State

Zip Code

IF SOLE OWNER, sign here:

I sign as sole owner of the business named above.

IF PARTNERSHIP, sign here:

The undersigned certify that we are partners in the business named above and that we sign this purchase agreement with full authority so to do. (One or more partners sign)

IF CORPORATION, execute here:

The undersigned certify that they sign this purchase agreement with full and proper authorization so to do.

Corporate Name _____

Signed _____ Title _____

Signed _____ Title _____

Incorporated under the laws of the State of _____

Do you have an affirmative Action Policy? Yes _____ No _____

2.0 Background

2.1 Background and Overview

The San Francisco Unified School District (SFUSD), founded in 1851, is the seventh-largest school district in California and educates over 57,000 students who live in the 49-square-mile area of the City and County of San Francisco. SFUSD has 118 PreK-12 schools, 10 administrative offices and one swing space facility.

The technology infrastructure at many SFUSD schools is inadequate to support SFUSD’s strategic endeavors of building the Digital District by redefining the student learning experience, developing critical tools and systems, and building a resilient infrastructure. SFUSD requires reliable connectivity services that is always available and scalable to support the student learning experience of receiving rich digital contents, tailored to their unique needs, abilities, and interests in a 1:1 device environment.

2.2 Purpose and Expectations

SFUSD is soliciting proposals for private (non-shared) Wide Area Network (WAN) services, specifically a fiber-connected metro-area layer 2 backbone network to all schools and administrative offices. WAN services shall be in the form of a private fiber optic network connecting the following schools and SFUSD offices in a ring architecture at a minimum of 10Gbits/second (Gbps) speed:

No.	SCHOOL/SITE NAME	SCHOOL/SITE ADDRESS	ZIP CODE
1	SFUSD Main District Office	555 Franklin Street	94102
2	Lincoln High School	2162 24 th Avenue	94116
3	Marshall High School	45 Conkling Street	94124
4	Washington High School	600 32 nd Avenue	94121

Additionally, the proposals shall include connectivity from each of the following schools and administrative offices to at least one of the 10Gbps private fiber optic ring node sites. This connectivity shall be at a minimum of 1Gbps.

No.	SCHOOL/SITE NAME	SCHOOL/SITE ADDRESS	ZIP CODE
Early Education Schools (EES)			
1	Argonne EES	750 16 th Avenue	94118
2	Commodore Stockton EES	1 Trenton Street	94108
3	Jefferson EES	1350 25 th Avenue	94122
4	John McLaren EES	2055 Sunnysdale Avenue	94134
5	Junipero Serra EES	155 Appleton Street	94110
6	Leola Havard EES	1520 Oakdale Avenue	94124
7	Noriega EES	1775 44 th Avenue	94122
8	Presidio EES	387 Moraga Avenue	94129
9	San Miguel EES	300 Seneca Avenue	94112
10	Theresa S. Mahler EES	900 Church Street	94114
11	Tule Elk Park EES	2110 Greenwich Street	94123
12	Zaida Rodriguez EES	421 Bartlett Street	94110

Elementary Schools (ES) and PreK-8 Schools			
13	Alamo ES	250 23rd Avenue	94121
14	Alice Fong Yu	1541 12 th Avenue	94122
15	Alvarado ES	625 Douglass Street	94114
16	Argonne ES	680 18 th Avenue	94121
17	Bessie Carmichael (PreK-5 Campus)	375 7 th Street	94103
18	Bret Harte ES	1035 Gilman Avenue	94124
19	Bryant ES	2641 25 th Street	94110
20	Buena Vista Horace Mann K-8 Community School	3351 23rd Street	94110
21	Cesar Chavez ES	825 Shotwell Street	94110
22	Chinese Education Center ES	657 Merchant Street	94111
23	Chinese Immersion School at De Avila	1250 Waller Street	94117
24	Claire Lilienthal (K-2 Madison Campus)	3950 Sacramento Street	94118
25	Claire Lilienthal (3-8 Scott Campus)	3630 Divisadero Street	94123
26	Clarendon ES	500 Clarendon Avenue	94131
27	Cleveland ES	455 Athens Street	94112
28	Commodore Sloat ES	50 Darien Way	94127
29	Daniel Webster ES	465 Missouri Street	94107
30	Diane Feinstein ES	2550 25 th Avenue	94116
31	Dr. Charles Drew ES	50 Pomona Street	94124
32	Dr. William Cobb ES	2725 California Street	94115
33	E.R. Taylor ES	423 Burrows Street	94134
34	El Dorado ES	70 Delta Street	94134
35	Fairmount ES	65 Chenery Street	94131
36	Francis Scott Key ES	1530 43 rd Avenue	94122
37	Garfield ES	420 Filbert Street	94133
38	George Washington Carver ES	1360 Oakdale Avenue	94124
39	George Peabody ES	251 6 th Avenue	94118
40	George Moscone ES	2576 Harrison Street	94110
41	Glen Park ES	151 Lippard Avenue	94131
42	Gordon J. Lau ES	950 Clay Street	94108
43	Grattan ES	165 Grattan Street	94117
44	Guadalupe ES	859 Prague Street	94112
45	Harvey Milk ES	4235 19 th Street	94114
46	Hillcrest ES	810 Silver Avenue	94134
47	Jean Parker ES	840 Broadway Street	94133
48	Jefferson ES	1725 Irving Street	94122
49	John Muir ES	380 Webster Street	94117
50	John Yehall Chin ES	350 Broadway	94133
51	Jose Ortega ES	400 Sargent Street	94132
52	Junipero Serra	625 Holly Park Circle	94110
53	Lafayette ES	4545 Anza Street	94121
54	Lakeshore ES	220 Middlefield Drive	94132
55	Leonard Flynn ES	3125 Cesar Chavez Street	94110

56	Longfellow ES	755 Morse Street	94112
57	Malcolm X Academy ES	350 Harbor Road	94124
58	Marshall ES	1575 15th Street	94103
59	McCoppin ES	651 6th Avenue	94118
60	McKinley ES	1025 14th Street	94114
61	Miraloma ES	175 Omar Way	94127
62	Mission Education Center ES	1670 Noe Street	94131
63	Monroe ES	260 Madrid Street	94112
64	New Tradition ES	2049 Grove Street	94117
65	Paul Revere PreK-8 School	555 Tompkins Avenue	94110
66	Redding ES	1421 Pint Street	94109
67	Robert L. Stevenson ES	2051 34 th Avenue	94116
68	Rooftop School (PreK-4 Burnett Campus)	443 Burnett Street	94131
69	Rooftop School (5-8 Mayeda Campus)	500 Corbett Avenue	94114
70	Rosa Park ES	1501 O'Farrell Street	94115
71	San Francisco Community K-8 School	125 Excelsior Street	94112
72	San Francisco Public Montessori ES	2340 Jackson Street	94115
73	Sanchez ES	325 Sanchez Street	94114
74	Sheridan ES	431 Capitol Avenue	94112
75	Sherman ES	1651 Union Street	94123
76	Spring Valley ES	1451 Jackson Street	94109
77	Starr King ES	1215 Carolina Street	94107
78	Sunnyside ES	250 Foerster Street	94112
79	Sunset ES	1920 41st Avenue	94116
80	Sutro ES	235 12th Avenue	94118
81	Tenderloin ES	627 Turk Street	94102
82	Ulloa ES	2650 42nd Avenue	94116
83	Visitacion Valley ES	55 Schwerin Street	94134
84	West Portal ES	5 Lenox Way	94127
85	Yick Wo ES	2245 Jones Street	94133
Middle Schools (MS)			
86	Aptos MS	105 Aptos Avenue	94127
87	A. P. Giannini MS	3151 Ortega Street	94122
88	Bessie Carmichael (6-8 Campus)	824 Harrison Street	94107
89	Dr. Martin Luther King Jr. MS	350 Girard Street	94134
90	Everett MS	450 Church Street	94114
91	Francisco MS	2190 Powell Street	94133
92	Herbert Hoover MS	2290 14 th Avenue	94116
93	James Denman MS	241 Oneida Avenue	94112
94	James Lick MS	1220 Noe Street	94114
95	Lawton Alternative School (K8)	1570 31st Avenue	94122
96	Marina MS	3500 Fillmore Street	94123
97	Presidio MS	450 30 th Avenue	94121
98	Theodore Roosevelt MS	460 Arguello Blvd.	94118
99	Visitacion Valley MS	450 Raymond Avenue	94134

100	Willie Brown Jr. MS	2055 Silver Avenue	94124
High Schools (HS)			
101	Academy of Arts and Sciences	555 Portola Drive	94131
102	Asawa San Francisco School of the Arts	555 Portola Drive	94131
103	Balboa HS	1000 Cayuga Avenue	94112
104	Downtown HS	693 Vermont Street	94107
105	Galileo HS	1150 Francisco Street	94109
106	Ida B. Wells HS	1099 Hayes Street	94117
107	Independence HS	1350 7 th Avenue	94122
108	International Studies Academy	655 De Haro Street	94107
109	John O'Connell HS	2355 Folsom Street	94110
110	June Jordan School of Equity HS	325 La Grande Avenue	94112
111	Lowell HS	1101 Eucalyptus Drive	94132
112	Mission HS	3750 18th Street	94114
113	Phillip and Sala Burton HS	400 Mansell Street	94134
114	Raoul Wallenberg HS	40 Vega Street	94115
115	S.F. International HS	1050 York Street	94110
County Schools			
116	Civic Center Secondary School	727 Golden Gate Avenue	94102
117	Hilltop Special Services Center	1325 Florida Street	94110
118	Woodside Learning Center	375 Woodside Avenue	94127
Administrative Offices			
119	SFUSD Buildings and Grounds Office	834 Toland Street	94124
120	SFUSD Business Services and Facilities	135 Van Ness Avenue	94102
121	SFUSD Curriculum and Instruction	735 24 th Avenue	94121
122	SFUSD Early Education Department	20 Cook Street	94118
123	SFUSD Gloria R. Davis	1195 Hudson Ave	94124
124	SFUSD Physical Education Department	95 Gough Street	94102
125	SFUSD Principal Center Collaborative	1360 43 rd Avenue	94122
126	SFUSD School Health Program	1515 Quintara Street	94116
127	SFUSD Student Nutrition Services	841 Ellis Street	94109
128	SFUSD Transportation Department	1000 Selby Street	94124
SFUSD Swing Space for Schools Undergoing Modernization Construction			
129	SFUSD Swing Space	940 Filbert Street	94133

3.0 General Terms and Conditions

INTRODUCTION

The San Francisco Unified School District and San Francisco County Office of Education (District) is the school district for the City and County of San Francisco and serves approximately 57,000 students at its elementary schools, middle schools, high schools and childcare sites. In addition to the District's administrative headquarters at 555 Franklin Street, there are several administrative sites located within the City.

DEFINITIONS

- 3.1 "Purchaser" means Supervisor of Purchasing Department, San Francisco Unified School District.
"District" means San Francisco Unified School District. "Contractor" means bidder to whom award is made.

PURCHASE AGREEMENT PROPOSALS

- 3.2 The Purchaser will furnish a blank Purchase Agreement Proposal form to the bidder. The form must be properly Executed and delivered prior to the time set for proposal opening to receive consideration for an award.
- 3.3 Prices should be clearly written by typewriter or pen and ink.

BONDS

- 3.4 Before the acceptance of any Purchase Agreement Proposal, the Purchaser may require the bidder to file a corporate surety bond for the faithful performance of the contract. Bonds are subject to approval of the Fiscal Officer as to sufficiency and qualifications of sureties.

ALTERNATES

- 3.5 When the name of manufacturer, brand, or make, with or without model number, is used in describing any item in Purchasing Agreement Proposal, proposals for equal articles will be considered unless otherwise stated, but the Purchaser shall be the sole judge as to whether such alternate articles are acceptable. Unless the bidder states to the contrary, articles offered would be assumed to be the specific articles named in the proposal. If not offering the specific article named, bidder should enclose with proposal full information, specifications and descriptive data on items offered.
- 3.6 The Purchaser reserves the right to permit deviations from the specifications if an article offered is substantially in accord with the specifications and is deemed by the Purchaser to be of as good quality and as fully satisfactory for its intended use as an article fully meeting specifications. Unless exceptions are noted by bidder, the article offered will be assumed to be in accord with specifications.

SAMPLES

- 3.7 Articles offered as equal to District sample must fully conform thereto; said District samples may be inspected at the place designated by the Purchaser.
- 3.8 Samples must be furnished as required by Purchase Agreement Proposal. Those submitted by successful bidders may be retained for testing or checking against deliveries, in which case allowance will be made to contractor.
- 3.9 Each sample shall be plainly marked in a durable manner with the name of the bidder; the Purchase Agreement Proposal Number, and the item number.

- 3.10 Submitted sample will be assumed to be exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder. The Purchaser will determine sufficiency of sample.
- 3.11 Sample shall not be enclosed with Purchase Agreement Proposal, and Purchase Agreement Proposal shall not be wrapped in package with sample.

DELIVERIES

- 3.12 F.O.B. destination in San Francisco, INSIDE DELIVERY, unless otherwise specified.

PURCHASE AGREEMENT – INTERPRETATION – ASSIGNMENT

- 3.13. Articles and services covered by this proposal must comply with applicable laws, ordinances, and other legal requirements, including (among others) the Safety Orders of the California Division of Industrial Safety.
- 3.14 Should any questions arise as to the meaning and intent of the Purchase Agreement, the matter shall be referred to the Purchaser, who shall decide the true meaning and intent of the Purchase Agreement, and his decision shall be final and conclusive.
- 3.15 Purchase Agreement awarded under this proposal may be assigned only with the approval of the Purchaser. See Section 42 for additional details.

INFRINGEMENTS – INDEMNIFICATION

- 3.16 The contractor shall assume the defense of all claims and suits against the District, its officers and agents, for infringement of the patents, copyrights, or trademarks of any person arising out of the use by District, its officers or agents, or any article supplied under this Purchase Agreement Proposal, and the Contractor shall indemnify and hold harmless the District, its officers and agents, from any and all liability, loss, or damage arising from such claims or suits.
- 3.17 The Contractor agrees to hold the San Francisco Unified School District harmless from any and all claims and Liabilities for damage to all persons, including but not limited to employees of the contractor arising out of and in the course of the performance of this agreement.

INSPECTIONS

- 3.18 All articles shall be subject to inspection and acceptance or rejection by the Purchaser.

FAILURE TO DELIVER

- 3.19 When Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by the contract, such article or service may be bought from any source by the Purchaser and if a greater price than that named in the contract be paid for such article or service the excess price will be charged to and collected from the contractor or sureties on his bond if bond has been required.

PRICE LISTS – DISCOUNTS FROM

- 3.20 When Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by his contract, such article or service may be bought from any source by the Purchaser and if a greater price than that named in the contract be paid for such article or service the excess price will be charged to and collected from the contractor or sureties on his bond will be required.

- 3.21 Proposals will be considered offering discounts from a price list other than specified provided the alternate price list can be readily compared on an over-all basis with the specified price list.
- 3.22 Price list in effect at time order is placed will apply provided Contractor gives Purchaser ten (10) days advanced notice of any price increase. Unless otherwise provided herein, if a price change occurs which is not reflected in a revised price list with discounts remaining firm, a different pricing method may be established by mutual agreement which will accomplish substantially the same result, or if agreement cannot be reached, the Purchase Agreement may be terminated by either party.

ITEM, AGGREGATE PROPOSALS

- 3.23 Any bidder may proposal separately for any item unless otherwise provided.
- 3.2. Bidders may make offer for award in an aggregate of several or all items.

OPENING OF PROPOSALS

- 3.25 The Purchaser will open proposals at the hour and place stated in the advertisement in the presence of all Bidders who attend.
- 3.26 Bidders may inspect the proposals after tabulation.

FIRM PRICES

- 3.27 Prices/quotations must be firm and shall be in effect for a period of not less than 90 days from the date of proposal opening. Upon award, prices will be in effect for the term of the contract.

AWARDS

- 3.28 The Purchaser may make awards on separate items or in an aggregate of several or all items.
- 3.29 The Purchaser reserves the right to reject any and all proposals.

CASH DISCOUNTS

- 3.30 Cash Discounts will be taken into consideration in determining the low proposal under the following conditions:
- A. Discounts, if offered, must be for at least a 30 day period from receipt of materials or services in order to be considered in awarding proposals. This does not preclude suppliers from offering discounts for lesser periods to expedite payments.
 - B. The discount period will start upon date of completion of delivery of all items on any order or other authorization certified by the Purchaser or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.
 - C. Payment is deemed to be made for the purpose of earning the discount on the date of mailing the District warrant or check.
- 3.31 Whether or not the discount is taken into consideration in determining the low proposal, it will be deducted from the payment in accordance with the provision of 30b and 30c above, unless otherwise provided by bidder.

- 3.32. It is understood and agreed that no additional charge shall accrue against the District in the event that the District does not make payment within any time specified by bidder.

TAXES

- 3.33 The District is exempt from federal excise tax except on articles for resale. Contractor will enter state and local sales or use tax, and excise tax if applicable on invoices, but neither should be included in proposal prices.

TERM PROPOSAL – QUANTITIES

- 3.34 This is a term, indefinite quantity proposal. Unless otherwise specified herein, deliveries will be required and at times as ordered during the period of the contract. Estimated quantities are approximate only. The right is reserved to purchase any greater or lesser quantity, as the interests of the District may dictate, provided however, the Contractor will not be required to furnish a quantity over twenty five percent (25%) in excess of an estimate.
- 3.35 Requirements for use outside San Francisco may be excluded at the Purchaser's option unless otherwise provided in proposal. Purchaser reserves the right to make minor purchases of articles from other than the Contractor when Purchaser determines that such articles are immediately needed or that it is obviously not practical to purchase against the contract.

PAYMENT

- 3.36 Payment by the District will be made monthly for services satisfactorily performed by the Contractor after receipt of properly documented invoices.

TERM OF AGREEMENT

- 3.37 The term of the contract term shall be for Two (2) years with the option of extending the contract for three (3) additional one (1) year terms by mutual agreement. Funding for this project will be Priority 1 E-rate Funding at the District discount rate. Any installation costs associated with the service delivery must be amortized over initial term and is to be included within the monthly service cost.

TERMINATION

- 3.38 In the event the Contractor fails to perform any of its obligations under this Agreement, the District through the Purchaser may terminate this Agreement, and all of the Contractor's rights hereunder ended. Termination shall be effective after ten (10) days written notice to the Contractor. No new work will be undertaken after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, the Contractor shall be paid for its services under this agreement, up to the date of termination that has been performed to the satisfaction of the District.
- 3.39 The District may terminate this agreement in whole or in part for its convenience by giving 30 days written notice of its intent.

ENTIRE CONTRACT

- 3.40 All of the agreements between the parties are included herein and no warranties expressed or implied,

representations, promises or statements have been made by either party unless endorsed here in writing and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as the Contract.

ASSIGNMENT

- 3.41 The Contractor shall not assign or transfer by operation or law or otherwise any or all of its rights, including the right to receive payment, burdens, duties or obligations without the prior written consent of the District. The District's consent shall be by resolution of the Board of Education.
- 3.42 Any assignment of the Contract by the Contractor with the approval of the District shall be subject to the terms and conditions hereof and to the rights of the District contained in the Contract. No transfer or assignment of the Contract by the Contractor shall release it from its obligations hereunder.

INDEPENDENT CONTRACTOR: PAYMENT OF TAXES & OTHER EXPENSES

- 3.43 The Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which the Contractor performs the service required of the Contractor by the terms of this Agreement. The Contractor shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between the District and the Contractor. Terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of the Contractor's work only and not as to the means by which such a result is obtained.

INCIDENTAL AND CONSEQUENTIAL DAMAGES

- 3.44 The Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from contractor's acts or omissions. Nothing in this agreement shall constitute a waiver or limitation of any rights, which the District may have under applicable law.

BUDGET AND FISCAL PROVISIONS

- 3.45 The Contract is subject to the budget and fiscal policies of the District. Charges will accrue only after prior written authorization certified by the District's Chief Financial Officer and any amount of the District's obligation hereunder shall not at any time exceed the amount certified for the purpose and periods stated in such advance authorization. If funds are appropriated for a portion of a fiscal year, this agreement will terminate, without penalty, at the end of the term for which funds are appropriated, unless additional funds are appropriated. This section shall control against any and all other provisions of the Contract.

CONFLICT OF INTEREST

- 3.46 Contractor understands the following and certifies that it does not know of any facts which constitutes a violation:
- A. Contractor hereby certifies that no current Board member or employee of the San Francisco Unified School District, and no one who has been a Board member or who has been employed by the San Francisco Unified School District within the past two years has participated in bidding, selling or promoting this contract. Furthermore, Contractor certifies that no such current or former Board member or employee has an ownership interest in this contract, nor shall any such current or former Board member or employee derive any

compensation, directly or indirectly, from this contract. Contractor understands that any violation of this provision of the contract shall make the agreement violable by the District.

- B. Government Code of the State of California, Section 87100 et. seq. Public officials; state and local; financial interest:

No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.

PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE DISTRICT

- 3.47 The Contractor understands and agrees, that in the performance of the work of services under this Agreement, or in contemplation thereof, the Contractor may have access to private or confidential information which may be owned or controlled by the District, and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District. The Contractor also understands and agrees that the disclosure of such information violates state and/or federal law. The Contractor agrees that all information disclosed by the District to the Contractor shall be held in confidence and used only in performance of the Agreement. The Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

MODIFICATION OF AGREEMENT

- 3.48 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 3.49 The District may order changes in the work herein required and may order extra materials and extra work in connection with the performance of the contract and the Contractor must comply with such orders, except that:
- A. If changes in services are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract may be increased or decreased by such amount as the Contractor and the Purchaser may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work, and
- B. No order for any alteration, modification, or extra which will increase or decrease the cost of the services shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Purchaser and certified by the Chief Financial Officer pursuant to Section 45. No oral statement of any person whatsoever shall in any manner or degree modifies or otherwise affects the terms of this contract.
- C. Any modifications thus ordered by the District and agreed to by the Contractor must be approved by the Board of Education, and the resultant contract modification must be executed by the District and the Contractor.

ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION

- 3.50 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Purchaser who shall decide the true meaning and intent of the Agreement. The Purchaser's decision shall be final and conclusive.

AGREEMENT MADE IN CALIFORNIA: VENUE

- 3.51 The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

LAWS AND REGULATIONS

- 3.52 Articles and services covered by this contract must comply with applicable Federal, State, and Local Laws, ordinances, and other law requirements which are in effect at the day and year first herein about written. If any term or provision of this agreement shall be found to be illegal or unenforceable, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

SUBCONTRACTING

- 3.53 The Contractor is prohibited from subcontracting this Contract or any services provided pursuant to this Contract unless such subcontracting is agreed to in writing and executed in the same manner as this Contract. No party on the basis of this Contract shall in any way contract on behalf of or in the name of the other party of this Contract, and violation of this provision shall confer no rights on any party and shall be void.

NON-DISCRIMINATION

- 3.54 Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender identity, AIDS/ARC/HIV status, or disability, in its performance under this Contract.

BANKRUPTCY

- 3.55 In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this Agreement shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it. The Contractor shall notify the District within ten (10) days of filing and bankruptcy petition under the Federal Bankruptcy Act

INSURANCE

- 3.56 Prior to award, contractor must submit written evidence of the following insurance which must be maintained in force during the term of this contract:
- a. Comprehensive General Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.
 - b. Comprehensive or Business Automobile Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.
 - c. Workman's Compensation with Employers Liability limits of not less than \$1,000,000 each accident.
 - d. If any policies are written on claims made from, the contractor agrees to maintain such insurance continuously in force for three years following the completion of this contract.

- e. Certificate of Insurance, satisfactory to the District, evidencing all coverages above shall furnished to the District before commencing any operations under this contract, with complete copies of policies upon District request.
- f. Approval of the insurance by the District shall not relieve or decrease the liability of the Contractor hereunder.
- g. The General Liability and Comprehensive Automobile Liability Insurance shall be endorsed to provide:
 - Name as additional insured the San Francisco Unified School District, its board, officers and employees.
 - Such policies shall be primary insurance to any other insurance available to the additional insured, with respect to any claim arising out of this Agreement, and that insurance applies separately to each insured against whom a claim is made or a suit is brought against.
 - The certificate of insurance for the above shall provide 30 days advance written notice to Purchasing regarding cancellation, non-renewal or reduction of coverage of any of the above insurance.

CONTRACTOR'S DEFAULT

- 3.57 Failure or refusal of the Contractor to perform or do any act herein required shall constitute default. In the event of any default, in addition to any other remedy available to the District, the District may terminate this Agreement pursuant to the terms of Sections 38 & 39 herein. Such a termination shall not waive any other legal remedies available to the District.

FILING OF PROTESTS

- 3.58 All protests shall be filed, handled and resolved in a manner consistent with the District's Protest Procedures. Protests relating to the content of this Invitation for Bid (IFB/Request for Proposal (RFP) document must be filed within ten (10) calendar days after the date the IFB/RFP is first advertised. Protests relating to a recommendation for award solicited by this IFB/RFP must be filed by an "interested party" within five (5) calendar days after the staff's written recommendation and notice of intent to award is issued to the proposing firms. The date of filing shall be the date of receipt of protests or appeals by the District.

All protest shall be filed in writing with the Manager of Purchasing Department, San Francisco Unified School District, 135 Van Ness Avenue, Room 123, San Francisco CA 94102. No other location shall be acceptable.

4.0 E-rate Supplemental Terms and Conditions

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

4.1 E-RATE CONTINGENCY

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

4.2 SERVICE PROVIDER REQUIREMENTS

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

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/service-providers/step01/default.aspx>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the proposal is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html
- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2016.

- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- h. 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.**
- i. 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.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC
<http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

4.3 SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its proposal shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4.4 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 2016 funding year (July 1, 2016). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

EARLY FUNDING CONDITIONS

Category 1

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

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

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (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).

4.5 INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

4.6 FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

4.7 PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

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

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

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____

5.0 Projected Calendar of Events

<u>Event</u>	<u>Date</u>
Issue Date	01/05/2016
SFUSD Internet Posting	01/07/2016
Run Date of Advertisement #1	01/07/2016
Run Date of Advertisement #2	01/14/2016
Question & Answer Deadline	01/22/2016
Question & Answer Posting (SFUSD Website)	01/29/2016
RFP Due Date and Time (5:00 PM)	02/05/2016
Intent to Award - Posting (by 5:00 PM / SFUSD Website)	02/15/2016
Board of Education Agenda Meeting Submittal Date (by Purchasing).....	02/24/2016
Board of Education Agenda Meeting Date	03/08/2016

6.0 Qualifications

Section	Qualification Requirements
6.1	Vendor acknowledgement that purchase will be contingent upon SFUSD Board of Education Approval, successful completion of the SFUSD contracting procedures, and funding approval.
6.2	Vendor agreement to SLD’s Service Provider Invoicing (SPI) format for reimbursement/payment.
6.3	Vendor guarantee that all fiber installation is completed in compliance with applicable City and County of San Francisco construction and building codes.
6.4	Vendor agrees to provide all permits within the scope and cost of the proposal submitted.
6.5	Vendor must demonstrate to SFUSD’s satisfaction that the Service Provider of the proposed solutions are financially sound and are likely to remain strongly committed to the data communications field and the San Francisco Bay Area for the next ten (10) years. Vendor must submit, with the proposal, a copy of their most recent annual report. If Vendor is not a public corporation or has no annual report available, verifiable financial information of a comparable nature to an annual report by be provided.
6.6	Accompanying each proposal Master Set shall be a cashier's or certified check payable to San Francisco Unified School District, or an original Bid Bond equivalent to ten percent (10%) of the total bid amount. Bond must be in the form provided (see Attachment), and must be executed by a surety company, which has obtained a Certificate of Authority (Admitted) from the California Department of Insurance. Any condition of limitation placed upon said check of any alteration of said form of bond, or imperfection in the execution thereof, as herein required, may result in the rejection of that proposal under which said check or bond is submitted. Said check or bond shall guarantee that the vendor, if awarded the Contract will execute and deliver required Contracts, Bonds and Insurance requirements. Unsuccessful bidder's cashier's check, certified check or bid bond will be returned within thirty (30) days upon approval of the Board to the successful bidder. Successful bidder's cashier's check, certified check or bid bond will be returned within thirty (30) days upon full execution of all Contract documents.
6.7	Within fifteen (15) days after notification of intent to award the Contract, the successful Contractor must provide to the District a performance bond equivalent to twenty percent (20%) of the estimated annual contract value. The performance bond shall be for three (3) years, renewable yearly thereafter. The performance bond shall be in the form provided (See Attachment B – Performance Bond Sample).

7.0 Wide Area Network Requirements

Section	Wide Aare Network Requirements
7.1	<p>Provide private fiber optic network service capable of connecting the following four nodes; SFUSD Main District Office, Abraham Lincoln High School, George Washington High School, and Thurgood Marshall High School in a ring architecture at a minimum of 10Gbps bandwidth. Vendor must:</p> <ul style="list-style-type: none"> • Furnish and install all necessary pathways and conduit to extend circuit from Main Point of Entry (MPOE) to building Main Distribution Frame (MDF). • Furnish and install all necessary cable (fiber and/or copper) to extend circuit to building MDF. • Obtain all applicable permits for construction from City and County of San Francisco. • Complete all necessary trenching and/or coring.
7.2	<p>Provide private fiber optic network service capable of connecting 119 schools and 10 administrative offices at a minimum of 1Gbps bandwidth to the respective 10Gbps node per Attachment A. Vendor must:</p> <ul style="list-style-type: none"> • Furnish and install all necessary pathways and conduit to extend circuit to building Main Distribution Frame (MDF). • Furnish and install all necessary cable (fiber and/or copper) to extend circuit from Main Point of Entry (MPOE) to building MDF. • Obtain all applicable permits for construction from City and County of San Francisco. • Complete all necessary trenching and/or coring.
7.3	<p>SFUSD desires the ability to vary bandwidth in the future to meet demand. Proposals may include rates for higher bandwidth connections and should describe the vendor’s ability to scale the proposed solution to meet greater bandwidth demands.</p>
7.4	<p>The vendor must provide easy access to help desk and repair services. A clear, documented procedure must be defined for severe problem escalation with appropriate response times delineated in proposal. The vendor will provide critical alerts to SFUSD Technical Contacts via email, and notification of service outages via telephone to SFUSD Technical Contacts along with status and estimated time of restoral (ETR). This alert services will be maintained for the duration of the contract.</p>
7.5	<p>The circuits shall be capable of carrying multiple protocols such as IP Data, Voice over IP (VoIP) telephony, streamlining digital video, teleconferencing, etc. Jitter and latency shall be within industry accepted limits for typical services of these types.</p>
7.6	<p>The optical fiber shall be single mode fiber, installed and operating in conformity with general accepted standards.</p>
7.7	<p>Except for Force Majeure events, Service provider shall maintain network facilities operational and online without outage within 99.9% of 24x7x365.</p>
7.8	<p>Provide at least three weeks’ notice of any proposed network maintenance or upgrade</p>

	activity that may interrupt service delivered to SFUSD.
7.9	Service provider shall perform all operation, administration and maintenance of the fiber between SFUSD endpoints.
7.10	In the event of a notice to service provider of a network transport failure requiring maintenance or repair, service provider will respond verbally within one (1) hour.
7.11	In the event of a notice to service provider of a network transport failure requiring maintenance or repair, service provider will respond on-site within three (4) hours.
7.12	Contract must provide cancellation of services without financial penalties if a school is closed. SFUSD may cancel services to a school without penalties after a 30-day notice to service provider.
7.13	Contract must provide suspension of services without financial penalties if a school is under modernization construction. SFUSD may suspend services to a school without penalties after a 30-day notice to service provider.

8.0 Submittal Information

All Proposals shall be submitted under sealed cover bearing on the outside the name and address of the Vendor and indicating "**Confidential Proposal Responding to the E-rate Eligible Wide Area Network (WAN) Services RFP**". A Vendor shall submit one (1) original, marked "Master Copy", five (5) copies, One (1) CD soft copy of their Proposal to the Purchasing Department.

**San Francisco Unified School District
Purchasing Department
Mark: 061-12144016-16EF
135 Van Ness Avenue, Room 101
San Francisco, CA 94102**

Please be advised that if a Vendor responds to this RFP using the electronic file provided the appropriate number of hard copies with the appropriate signatures of execution will still be required.

The completed Proposal must include the following items:

8.1 Proposal Identification Statement

The Vendor should provide the organization name, mailing address, and primary contact person information.

8.2 Response to Requirements

The response must contain all responses to the requirements in this RFP with organization in the same format and order as presented in this RFP. All cost information required must be included in the response. The Vendor shall submit "**Master Copy**" and **five (5) copies** of the proposal which will be organized in the following format:

8.3 Table of Contents

The table of contents and Proposal will conform to the same order as presented in this RFP.

8.4 Exceptions

This section of the Proposal will note any exceptions to the requirements and conditions taken by the Vendor. Identify, with explanation, any requirements and/or conditions of this RFP with which you cannot or will not comply. If exceptions are not noted, the District will assume that a Vendor's Proposal meets those requirements and conditions.

8.5 Prerequisite Qualifications Response

This section must include a response to each requirement in Section 7.0, Prerequisite Qualifications, utilizing the RFP Response Template provided by the District under Attachment C/Tab 1, Requirements Worksheet.

8.6 Requirements Response

This section must include a response to each requirement in Section 8.0, Wide Area Network Requirements, utilizing the RFP Response Template provided by the District under Attachment C / Tab 1, Requirements Worksheet.

8.7 Cost Response

This section must itemize all costs chargeable to the District utilizing the RFP Response Template provided by the District under Attachment C / Tab 2, Cost Response.

8.8 Technical Literature and Supplementary Information

Literature required in order to substantiate the Vendor's response to the requirements, including fiber cable test results, qualifications of company and installation/support personnel.

8.9 Vendor Contract

The vendor must submit a copy of their standard contract.

8.10 Customer Reference

The vendor must provide at least three references from customers meeting the criteria below utilizing the RFP Response Template provided by the District under Attachment C / Tab 3, Reference Worksheet.

(1) Scope of project similar to the requirements outlined in this RFP;

(2) Work is currently underway or was completed within the last three years.

8.11 Vendor Background

The vendor must itemize the Vendor Background Information to the District utilizing the RFP Response Template provided by the District under Attachment C / Tab 4, Vendor Background Worksheet.

8.12 Optional Exhibits and Attachments

Any other information submitted beyond that required by this RFP, which the Vendor deems applicable to their Proposal, should be placed in this section.

9.0 Evaluation and Selection Process

9.1 General

This section outlines the philosophy and general conduct of the evaluation and selection process, which the District will use to select a Vendor. All Proposals received in response to this RFP will receive a fair and impartial evaluation by the District, which shall make its evaluation in its sole discretion and its decision shall be final.

In conducting this evaluation the District may obtain and use information, in addition to that contained in the Proposals, from any source desired. Customers on each Vendor’s customer list will be contacted, as may other customers selected by the District.

9.2 Evaluation Scoring

Proposal responses will be weighed on either a pass/fail and/or scored basis in the sequence outlined below. Grading of each criterion is deemed as confidential to the District.

A proposal that is not responsive to those criteria judged on a pass/fail basis may be rejected, in its sole discretion and if rejected shall not be considered for further evaluation by the District. Alternatively, the District may, choose to ask clarification questions of a proposal, in writing, and may then take into consideration the additional information gathered in from its clarification questions its scoring process.

9.3 Prerequisite Qualifications

Section	Prerequisite Qualifications
10.3.1	Conformance to Terms and Conditions of Competition as set forth in RFP.....(Pass/Fail)
10.3.2	Vendor Acknowledgement that purchase will be contingent upon SFUSD Board of Education Approval, successful completion of the SFUSD contracting procedures, and funding approval from the Schools and Libraries Division (SLD).....(Pass/Fail)
10.3.3	Vendor agreement to SLD’s Service Provider Invoicing (SPI) format for reimbursement/payment.....(Pass/Fail)
10.3.4	Vendor guarantee that all fiber installation is done in compliance with applicable City and County of San Francisco construction and building codes(Pass/Fail)
10.3.5	Vendor agrees to provide all permits within the scope and cost of the proposal submitted.....(Pass/Fail)
10.3.6	Vendor agrees to furnish performance/payment bond.....(Pass/Fail)

Qualifying vendors will be evaluated based on their responses to the requirements

9.4 Requirements

Section	Evaluation Categories	Total Points
10.4.1	Cost of eligible products and/or services	30
10.4.2	Cost of ineligible products and/or services	15
10.4.3	Wide Area Network Requirements per section 7.0	20
10.4.4	Service Level Agreement (SLA)	15
10.4.5	Vendor References and Background	5
10.4.6	Experience with the district	5
10.4.7	Ability to deliver service at start of funding year 2016-2017	5
10.4.8	Ability to deliver service throughout district geographic region	5
Total Points		100

9.5 Final Selection

The decision as to what Proposal is recommended for award of contract will be made on the basis of those Proposed Products and Proposed Services that are determined to be most responsive to the requirements of this RFP. Award will be made to the Vendor offering a Proposal deemed to be the most advantageous to the District. The District shall be the sole judge in making such determination and its decision shall be final. All respondents will be notified in writing of the District’s selection on or about the date of Notification of Selection specified in Section 6.0 Projected Calendar of Events, of this RFP.

If contracts result from this RFP the Selected Vendor will be required to provide the Proposed Products and Proposed Services at the prices and rates either submitted in their Proposal or as a result of negotiations based upon the Proposal.

9.6 Execution of Agreement

After District selection, negotiations will ensue with the Selected Vendor regarding the terms and conditions of an Agreement for the Proposed Products and Proposed Services. Mutually acceptable contracts must be presented to the District Board of Education for approval. Terms and conditions, which do not comply in substance with all material requirements of this RFP, which are contrary to the best interest of the District, or which are in opposition to its policy, will not be accepted.

10.0 Request for References

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

References submitted with the proposal must include:

- Name of Reference
- Contact Person
- Address
- Phone

- Contract Period
- Scope of Work

11.0 Vendor Background

Section	Vendor Questionnaire
11.1	How large is your current client base?
11.2	Would we have an account team assigned to the District?
11.3	Describe the members of the team and each person’s responsibilities.
11.4	How many customers does this account team support?
11.5	Is the account team local to San Francisco Bay Area?
11.6	Provide an escalation list of for the account team, with names, phone numbers, and email addresses.
11.7	For routine orders and changes, whom do we contact?
11.8	Do you have your own service staff? If so, how many local technicians do you have?
11.9	What is the location of the service staff?

12.0 Questions Regarding the RFP

A vendor requiring clarification of the intent or content of this RFP or on procedural matters regarding the proposal process may request clarification by submitting questions electronically marked **“Questions on RFP No. 061-12144016-16EF”** to **Mr. Richard Neipling** at NEIPLINGR@sfusd.edu. Questions about the specific topics or statements in this RFP must include the RFP document page number(s). Questions must be received by the Deadline for questions specified in section 5.0 Projected Calendar of Events.

13.0 RFP Publication Locations

The District is required to post both this RFP and Form 470 on the USAC EPC Portal site <http://www.usac.org/sl/tools/e-rate-productivity-center/default.aspx>. Questions and responses will be posted on the district’s website and the EPC portal site. In the event that there is a discrepancy between in documentation posted in multiple locations, the controlling (master) document will always be located at the District’s website <http://www.sfusd.edu/en/doing-business-with-sfusd/current-rfps-rfqs-and-rfis.html>.

14.0 Acknowledgement Statement

Please review all proposal documents carefully; the District will not be responsible for any error or omission on the part of the Bidder in submitting a Proposal.

The undersigned hereby proposes and agrees to furnish and deliver the goods and/or services as quoted in the accordance with the terms, conditions and prices herein quoted. The invoice payment is subject to a cash discount of _____ % and ___30___ days. Prompt payment discount for payments made within thirty (30) days after receipt of invoice may be considered in the award.

By signing below, I attest that I am an authorized representative/agent and that I am authorized by my signature to bind the organization to the terms and conditions herein. By signing, the Bidder represents that all of its statements, certifications, current cost or pricing data, representations, and other information supplied herein are true and correct as of the date of submittal of this proposal/offer. Obligations assumed by such signature must be fulfilled.

Company: _____

Address: _____

Telephone Number: (_____) _____

Fax Number: (_____) _____

Email Address: _____
(Punctuate Accordingly if Case Sensitive)

Title: _____

Name: _____
(Print Name)

Name: _____
(Written Signature)

Date: _____

The Acknowledgement Statement must be completed and submitted with the Bidder's Proposal otherwise Bidder's submission will be considered non-compliant.

Attachment A

15.0 Contract Agreement

(Sample)

1. SERVICES CONTRACTOR AGREES TO PERFORM

The Contractor shall provide the District with _____ to all requesting sites and administration offices as per RFP No. _____, received and opened on _____ consisting of signed Purchase Agreement Proposal, General Terms, Conditions, Instructions and Information for Bidders, Special Conditions and Proposal Sheet.

2. INFRINGEMENTS – INDEMNIFICATION

The Contractor shall assume the defense of all claims and suits against the District, its officers and agents, for infringement of the patents, copyrights, or trademarks of any person arising out of the use by District, its officers or agents, or any article supplied under this Purchase Agreement Proposal, the Contractor shall indemnify and hold harmless the District, its officers and agents, from any and all liability, loss, or damage arising from such claims or suits.

The Contractor agrees to hold the San Francisco Unified School District harmless from any and all claims and liabilities for damage to all persons, including but not limited to employees of the contractor arising out of and in the course of the performance of this agreement.

3. COMPENSATION

The Contractor shall be paid as per the RFP. Requests for compensation shall be monthly, complete with a breakdown of charges and receipts as applicable. Payments shall be made in a reasonable time upon approval that services have been rendered in a professional and timely manner as set forth in Section 1 of this Agreement. The amount of money to be paid to the Contractor under this Agreement shall not exceed _____. If the scope of work described herein is increased, the Agreement amount may also be increased provided that there is a prior written modification to the Agreement and a Board Resolution authorizing said increases. It shall be the responsibility of the Contractor to ensure that the total approved amount of the Agreement is not exceeded. Any work performed in excess of said amount shall not be compensated.

4. TERM OF AGREEMENT

The term of the contract shall be from _____ award date, for one full year. This contract may be renewed annually for one (1) year for up to _____ additional years at the sole discretion of the District.

5. INSURANCE

Prior to award, contractor must submit written evidence of the following insurance which must be maintained in force during the term of this contract:

- a. Comprehensive General Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.
- b. Comprehensive or Business Automobile Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.
- c. Workman's Compensation with Employers Liability limits of not less than \$1,000,000 each accident.
- d. If any policies are written on claims made from, the contractor agrees to maintain such insurance continuously in force for three years following the completion of this contract.
- e. Certificate of Insurance, satisfactory to the District, evidencing all coverages above shall furnished to the District before commencing any operations under this contract, with complete copies of policies upon District request.
- f. Approval of the insurance by the District shall not relieve or decrease the liability of the Contractor hereunder.
- g. The General Liability and Comprehensive Automobile Liability Insurance shall be endorsed to provide:
 - Name as additional insured the San Francisco Unified School District, its board, officers and employees.
 - Such policies shall be primary insurance to any other insurance available to the additional insured, with respect to any claim arising out of this Agreement, and that insurance applies separately to each insured against whom a claim is made or a suit is brought against.
 - The certificate of insurance for the above shall provide 30 days advance written notice to Purchasing regarding cancellation, non-renewal or reduction of coverage of any of the above insurance.

6. TERMINATION

In the event the Contractor fails to perform any of its obligations under this Agreement, the District through the Purchaser may terminate this Agreement, and all of the Contractor's rights hereunder ended. Termination shall be effective after ten (10) days written notice to the Contractor. No new work will be undertaken after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, the Contractor shall be paid for its services under this agreement, up to the date of termination that has been performed to the satisfaction of the District.

The District may terminate this agreement in whole or in part for its convenience by giving 30 days written notice of its intent.

Upon receipt of written notice that this Agreement is terminated, the Contractor will submit an invoice to the District for an amount that represents the value of services actually performed up to the date of termination for which the Contractor has not previously been compensated as per Section 3. Upon approval and payment

of this invoice by the District, the District shall be under no further obligation to the Contractor, monetary or otherwise.

7. CONTRACTOR'S DEFAULT

Failure or refusal of the Contractor to perform or do any act herein required shall constitute default. In the event of any default, in addition to any other remedy available to the District, the District may terminate this Agreement pursuant to the terms of Section 6 herein. Such a termination shall not waive any other legal remedies available to the District.

8. ENTIRE CONTRACT

All of the agreements between the parties are included herein and no warranties, expressed or implied, representations, promises or statements have been made by either party unless endorsed here in writing and no change or waiver or of any provision hereof shall be valid unless made in writing and executed in the same manner as the Contract.

9. ASSIGNMENT

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, including the right to receive payment, burdens, duties or obligations without the prior written consent of the District.

Any assignment of the Contract by the Contractor with the approval of the District shall be subject to the terms and conditions hereof and to the rights of the District contained in the Contract. No transfer or assignment of the Contract by the Contractor shall release it from its obligations hereunder.

10. INDEPENDENT CONTRACTOR: PAYMENT OF TAXES & OTHER EXPENSES

The Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which the Contractor performs the service required of the Contractor by the terms of this Agreement. The Contractor shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between the District and the Contractor. Terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of the Contractor's work only and not as to the means by which such a result is obtained.

11. INCIDENTAL AND CONSEQUENTIAL DAMAGES

The Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from contractor's acts or omissions. Nothing in this agreement shall constitute a waiver or limitation of any rights, which the District may have under applicable law.

12. BUDGET AND FISCAL PROVISIONS

The Contract is subject to the budget and fiscal policies of the District. Charges will accrue only after prior written authorization certified by the District's Chief Financial Officer and any amount of the District's

obligation hereunder shall not at any time exceed the amount certified for the purpose and periods stated in such advance authorization. If funds are appropriated for a portion of a fiscal year, this agreement will terminate, without penalty, at the end of the term for which funds are appropriated, unless additional funds are appropriated. This section shall control against any and all other provisions of the Contract.

13. CONFLICT OF INTEREST

Contractor understands the following and certifies that it does not know of any facts which constitutes a violation:

Contractor hereby certifies that no current Board member or employee of the San Francisco Unified School District, and no one who has been a Board member or who has been employed by the San Francisco Unified School District within the past two years has participated in bidding, selling or promoting this contract. Furthermore, Contractor certifies that no such current or former Board member or employee has an ownership interest in this contract, nor shall any such current or former Board member or employee derive any compensation, directly or indirectly, from this contract. Contractor understands that any violation of this provision of the contract shall make the agreement violable by the District.

Government Code of the State of California, Section 87100 et. seq. Public officials; state and local; financial interest:

No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.

14. PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE DISTRICT

The Contractor understands and agrees, that in the performance of the work of services under this Agreement, or in contemplation thereof, the Contractor may have access to private or confidential information which may be owned or controlled by the District, and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District. The Contractor agrees that all information disclosed by the District, its employees or students. The Contractor also understands and agrees that the disclosure of such information by violates state and/or federal law. The Contractor agrees that all information disclosed by the District to the Contractor shall be held in confidence and used only in performance of the Agreement. The Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

15. MODIFICATION OF AGREEMENT

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

The District may order changes in the work herein required and may order extra materials and extra work in connection with the performance of the contract and the Contractor must comply with such orders, except that:

If changes in services are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract may be increased or decreased by such amount as the Contractor and the Purchaser may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work, and

No order for any alteration, modification, or extra which will increase or decrease the cost of the services shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Purchaser and certified by the District's Chief Financial Officer pursuant to Section 45. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract.

Any modifications thus ordered by the District and agreed to by the Contractor must be approved by the Board of Education, and the resultant contract modification must be executed by the District and the Contractor.

16. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Purchaser who shall decide the true meaning and intent of the Agreement. The Purchaser's decision shall be final and conclusive.

17. AGREEMENT MADE IN CALIFORNIA: VENUE

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

18. LAWS AND REGULATIONS

Articles and services covered by this contract must comply with applicable Federal, State, and Local Laws, ordinances, and other law requirements which are in effect at the day and year first herein about written. If any term or provision of this agreement shall be found to be illegal or unenforceable, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

19. SUBCONTRACTING

The Contractor is prohibited from subcontracting this Contract or any services provided pursuant to this Contract unless such subcontracting is agreed to in writing and executed in the same manner as this Contract. No party on the basis of this Contract shall in any way contract on behalf of or in the name of the other party of this Contract, and violation of this provision shall confer no rights on any party and shall be void.

20. NON-DISCRIMINATION

Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender identity, AIDS/ARC/HIV status, or disability, in its performance under this Contract.

21. BANKRUPTCY

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of

the other party this Agreement shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it. The Contractor shall notify the District within ten (10) days of filing and bankruptcy petition under the Federal Bankruptcy Act.

Attachment B

**16.0 PERFORMANCE BOND
(Sample)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, San Francisco Unified School District (hereinafter referred to as “District” and _____
_____ (hereinafter referred to as “Contractor”), have entered into a written contract for
furnishing of all labor, materials, equipment, transportation and services for the services of _____
_____ at _____ project located in
San Francisco, California (hereinafter referred to as the “Security Services Contract”); and

WHEREAS, Contractor is required by the terms of the Security Services Contract to furnish a bond for the faithful
performance of all terms and conditions of the Security Services Contract;

NOW, THEREFORE, Contractor, as principal, and _____
(hereinafter referred to as “Surety”), as surety, are held and firmly bound unto Claimants, as defined herein, in the penal
sum of _____ DOLLARS (\$_____), lawful money of the United
States, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the Security Services Contract, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Security Services Contract, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. Surety’s obligation under this Performance Bond shall arise after:
 - 3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing the Security Services Contract; and
 - 3.2 District has agreed to pay the Balance of the Agreement Price, as calculated under the terms of the Security Services Contract, to Surety in accordance with the terms of the Security Services Contract or to a contractor selected to perform the Security Services Contract in accordance with the terms of the Security Services Contract with District.
4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety’s expense take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of District, to perform and complete the Security Services Contract; or
 - 4.2 Undertake to perform and complete the Security Services Contract itself, through its agents or through independent contractors; or

- 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of Security Services Contract, arrange for a contract to be prepared for execution by District and the Contractor selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Security Services Contract, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Security Services Contract, incurred by District resulting from Contractor's Default; or
- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
- i. After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or
 - ii. Deny liability in whole or in part and notify District citing specific reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If the Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.
6. After District has declared a Contractor default, and if Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the Security Services Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Security Services Contract. To the limit of the amount of this Performance Bond, but subject to commitment by District of the Balance of the Agreement Price to mitigation of costs and damages on the Security Services Contract, Surety is obligated without duplication for:
- 6.1 The responsibilities of Contractor for correction of the defective work, materials and equipment and completion of the Security Services Contract;
 - 6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure.
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Security Services Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Security Services Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators or successors.
8. Surety hereby waives notice of any change, including changes of time, to the Security Services Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be faxed as an item of costs.
10. Notice to Surety, District or Contractor shall be mailed or delivered to the address, or sent via telecopier to the facsimile number, shown on the signature page.

11. DEFINITIONS

- 11.1 Balance of the Agreement Price: The total amount payable by District to Contractor under the Security Services Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by District in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Security Services Contract.
- 11.2 Security Services Contract: The agreement between the District and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Security Services Contract.

CONTRACTOR, as Principal

SURETY

By: _____

By: _____

Title: _____

Title: _____

Address:

Address:

Fax: _____

Fax: _____

Phone: _____

Phone: _____

DISTRICT

San Francisco Unified School District
135 Van Ness Avenue, Room 123
San Francisco CA 94102
Phone: (415) 241-6468
Fax: (415) 241-6487