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FOR
SCCOE DIGITAL TRANSMISSION LIT FIBER (E-RATE)
FOR
SANTA CLARA COUNTY OFFICE OF EDUCATION

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ATTACHMENTS - These forms may be downloaded from our website at:
<http://www.sccoe.org/depts/purchasing/required-docs.asp>

- (a) Affirmative Action
- (b) Nondiscrimination by Supplier
- (c) Workers Compensation
- (d) Sub-Contractors List
- (e) Non-collusion Declaration

NOTE: The Table of Contents is to be made a part of the above referenced proposal.

Josephine Dy-Liacco
Senior Buyer

INSTRUCTIONS & CONDITIONS
FOR
SCCOE DIGITAL TRANSMISSION LIT FIBER (E-RATE)
FOR
SANTA CLARA COUNTY OFFICE OF EDUCATION

NOTICE IS HEREBY GIVEN that The Santa Clara County Office of Education (SCCOE), San Jose, California, hereinafter referred to as the SCCOE, will receive up to, but no later than, **Friday, March 3, 2023, at 3:00PM**, sealed proposals for the purchase of: Digital Transmission Lit Fiber Services.

Proposals shall be received in the office of the Senior Buyer, Josephine Dy-Liacco, of the SCCOE at 1290 Ridder Park Drive, San Jose, California 95131.

The Santa Clara County Office of Education reserves the right to reject any or all proposals and to waive any informality in the proposal process.

The Santa Clara County Office of Education reserves the right to extend the Proposal due date by one (1) week if one or zero proposals are received by the original due date.

NOTE: AWARD OF QUOTE IS BASED ON FULL E-RATE FUNDING

Must be authorized vendor registered with the USAC (Universal Service Administrative Company) at time of services rendered.

QUESTIONS AND ANSWERS

All questions regarding this RFP are due on or before Monday, January 30, 2023, at 4:00 p.m. via email to: Erate@SCCOE.org with the subject line of "E RFP 02_23_24 questions". Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be posted on our website Friday, February 3, 2023 at or before 4:00 p.m. It is the responsibility of the prospective Responder to check the website <https://www.sccoe.org/depts/bizserv/purchasing/Pages/Bids-Posting-System.aspx> for updates or addenda.

PREPARATION OF PROPOSAL

The County Office of Education is requesting three (3) copies of the proposals be submitted. All proposals submitted must be in sealed envelopes bearing on the outside the name of the proposer, the address, and the name of the project for which the proposal is submitted. It is the sole responsibility of the proposer to see that the proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. Any RFP documents, letters and materials submitted by the vendor shall be binding and included as part of the final contract. Unauthorized conditions, limitations, or provisions attached to this RFP may render it informal and may cause its rejection.

Encyclopedic proposals which do not specify the products or services that will meet the scope and requirements specified may be disqualified.

SIGNING OF PROPOSALS

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

QUALIFICATIONS

All companies may be required to furnish evidence of their technical ability, experience, and financial responsibility. No proposal will be accepted from, or a contract awarded to, any party or firm in arrears to The Santa Clara County Office of Education, or who is a defaulter as surety, contractor or otherwise within the past twelve (12) months.

ASSIGNABILITY

A contract is not assignable by Consultant either in whole or in part. The contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assignees of the respective parties hereto.

COMPLIANCE WITH STATUTE

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

PROPOSAL RESULTS

Proposal results are available for inspection in the Purchasing Office, Santa Clara County Office of Education, 1290 Ridder Park Drive, San Jose, California 95131 upon execution of contract to the successful vendor.

PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this proposal are considered valid for sixty (60) days, from date of proposal opening, unless the offering party in writing allows for a longer period of time.

MODIFICATIONS

No oral or telephonic modification of any proposal submitted will be considered, and a telegraphic modification may be considered only if the postmark evidence that a confirmation of the telegram duly signed by the proposer was placed in the mail prior to the proposal opening.

ERASURES

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

ALTERATION OR VARIATION OF TERMS

It is mutually understood and agreed that no alteration or variation of the terms of this proposal or purchase order shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposal either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of proposals.

LISTING SUBCONTRACTORS

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

WORKER'S COMPENSATION

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

AFFIRMATIVE ACTION

1. The proposer shall comply with the Santa Clara County Office of Education Affirmative Action Employment Program adopted by the Board of Education on January 13, 1976, especially Section 12, Contract Compliance (a copy of this section attached hereto).
2. A complete copy of the Affirmative Action Employment Program may be requested through the Purchasing Manager, General Services Department, Santa Clara County Office of Education, 1290 Ridder Park Drive, San Jose, California 95131.
3. The proposer shall sign the enclosed "Certification of Nondiscrimination by Supplier" form and submit it with the proposal.

WAGE SCALE

The SCCOE has determined the general prevailing rate per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract, which will be awarded to the successful proposer, to be as adopted by the Board of Supervisors of Santa Clara County.

WORKER'S COMPENSATION

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

Per Diem is based upon a working day of eight (8) hours. The rate for holiday and overtime work shall be at time and one-half.

It shall be mandatory upon the contractor to whom the contract is awarded, and upon any subcontractor hereunder, to pay not less than the said specified rates to all workers employed in execution of the contract.

As a federally funded project, all work is subject to the Davis Bacon Act and the Copeland Act. As such, the successful contractor shall be required to pay prevailing wages as identified by the Department of Labor's Code of Federal Regulations (CFR), Title 29, Part 5.5 and shall be required to submit weekly certified payroll reports to the SCCOE's Purchasing Department.

INSURANCE REQUIREMENTS

For onsite maintenance purposes, the successful vendor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

1. Public Liability Insurance for injuries including accidental death to any one person in an amount not less than \$1,000,000;
2. Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000;
3. Property Damage Insurance in an amount not less than \$500,000;
4. Worker's Compensation Insurance in an amount adequate to cover all employees;
5. Professional Liability Insurance (errors and omissions) in an amount not less than \$1,000,000;
6. Automotive and truck were operated in amounts as above.
7. The General Liability insurance policy is required to be endorsed to contain the following provisions:
"The SCCOE, its officers, officials, employees and agents are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement."
8. If at any time any of the foregoing policies becomes unsatisfactory to the SCCOE as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the SCCOE, the Consultant shall, upon notice to that effect from the SCCOE, promptly obtain a new policy, and shall submit the same to the SCCOE for approval with the appropriate certificates and endorsements.
9. Consultant will pay all fines and penalties that are a result of their errors and omissions.

PROOF OF CARRIAGE OF INSURANCE

Company shall not commence work, nor shall company allow any subcontractor to commence work under this contract until all required insurance and certificates have been delivered in duplicate to and approved by SCCOE:

1. Certificates and insurance policies shall include the following clause:
"This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice have been mailed to SCCOE stating date of cancellation or reduction may not be less than ten (10) days after date of mailing notice."
2. Certificate of insurance shall state those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.

COUNTY OFFICE OF EDUCATION RIGHTS AND OPTIONS

The Santa Clara County Office of Education reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposals at any time, and to reject all proposals without indicating any reason for rejection; or to negotiate with any, all, or none of the respondents to the RFP. This RFP does not obligate the County Office of Education to negotiate a contract. Proposals will not be returned. No compensation shall be paid for any work related to preparation of any proposals.

ERRORS AND OMISSIONS

If prior to the date fixed for submission of proposals, an ambiguity, conflict, discrepancy, omission, or error in the RFP or any of its exhibits is discovered by a consultant, and such is made known to SCCOE, the SCCOE may make corrections or clarifications by addenda. SCCOE will give written notice to all parties who have been furnished this RFP for proposal purposes without divulging the source of the request. Consultant shall propose at consultant's own risk, and if consultant is awarded the contract,

consultant shall not be entitled to additional compensation or time by reason of any error that is later discovered that had not been specifically corrected by addenda.

ADDENDA

The SCCOE may modify this RFP, any of its key action dates, or any of its attachments, prior to the date fixed for submission of proposals by issuance of an addendum to all parties who have been furnished the RFP for proposal purposes. Addenda will be numbered consecutively as a suffix to the RFP.

CONSULTANT'S COST

Costs for developing proposals and participating in the selection process are entirely the responsibility of the consultant and shall not be payable by the SCCOE.

WITHDRAWAL/MODIFICATION OF PROPOSALS

A proposal may be withdrawn after submission by written or facsimile request signed by an authorized representative of the consultant prior to the time and date specified for proposal submission. Proposals may be withdrawn and resubmitted if done so before the proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

ERRORS IN PROPOSAL RESPONSES

If errors are found in a proposal, the SCCOE may reject the proposal; however, the SCCOE may, at its sole option, correct arithmetic or transposition errors or both, on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the consultant (if awarded the Agreement), the consultant will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

EVIDENCE OF RESPONSIBILITY

Upon the request of the SCCOE, a proposer whose proposal is under consideration for award may be required to submit promptly to the SCCOE's satisfaction evidence showing the proposer's financial resources, experience, and organization for the performance of the contract.

INVESTIGATION TO QUALIFY CONSULTANTS

SCCOE may make such investigations as deemed necessary to determine the ability of the consultant to perform the work, and the consultant shall furnish to SCCOE all such information and data for this purpose as requested by SCCOE. The SCCOE reserves the right to reject any proposal if the evidence submitted by, or investigation of, such consultant fails to satisfy the SCCOE that such consultant is properly qualified to carry out the obligations of the Agreement and to complete the work specified.

CANCELLATION OF SOLICITATION

This solicitation does not obligate the SCCOE to enter into an agreement. The SCCOE retains the right to cancel this RFP at any time. No obligation either expressed or implied exists on the part of SCCOE to make an award or to pay any cost incurred in the preparation or submission of a proposal, even for cancellation of solicitation.

PROPOSALS BECOME THE PROPERTY OF SCCOE

All materials, ideas, and formats submitted in response to this RFP become the property of SCCOE, and information contained therein shall become public documents subject to disclosure laws after Notice of Intent to Award. SCCOE reserves the right to make use of any information or ideas contained in the proposal. The SCCOE expressly reserves the right 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.

AWARD OF CONTRACT

1. Proposals will be evaluated on the following criteria:

- | | |
|--------------------------|-----|
| • Costs | 50% |
| • Technology | 15% |
| • Design | 10% |
| • Bandwidth | 15% |
| • Ease of Implementation | 10% |

2. A written purchase order mailed or otherwise furnished to the successful vendor within the time for acceptance specified, results in a binding contract without further action by either party. The contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

EXTENDING CONTRACT TO OTHER PUBLIC AGENCIES

If mutually agreeable to all parties, the issuance of any resultant contract/purchase order referencing these specifications and modified by mutual agreement between all parties may be extended to other government, school district or publicly funded agencies. All terms and conditions specified herein shall apply. Any or all necessary references to applicable Education Code, Public Contract Code, or other legal references in order to provide “piggyback”, or cooperative purchase capabilities, are hereby referenced and included.

PROPOSAL REQUIREMENTS
FOR
SCCOE DIGITAL TRANSMISSION LIT FIBER (E-RATE)
FOR
THE SANTA CLARA COUNTY OFFICE OF EDUCATION CONSORTIUM

SCOPE

The Santa Clara County Office of Education (SCCOE) is seeking leased lit fiber to connect the Ridder Park Campus to SCCOE sites.

ENVIRONMENT

The Santa Clara County Office of Education is a Class II intermediate agency serving 33 K-12 and four community college districts. Direct instructional programs are provided to students with diverse needs, and include special, alternative, and migrant education, child development, and occupational training programs.

The Office also provides school districts with a wide range of support services in instruction, business, and personnel which enhance the districts' ability to provide a quality education for students. In many cases, these services meet California Department of Education requirements and link districts to the State system.

The Office has six major units (Administration, Business, Instruction, Human Resources, Technology, and Student Services), approximately 1,800 employees, and a budget which exceeds \$250,000,000.

REQUIREMENTS

The Santa Clara County Office of Education (SCCOE) is requesting proposals for leased lit fiber to connect SCCOE sites, Exhibit B, to the SCCOE hub site at 1290 Ridder Park Drive, San Jose, CA 95131, Exhibit A. The fiber proposal should be designed as hub-and-spoke, with the SCCOE Ridder Park campus as the hub. Please price each connection to the hub individually. Service provider may propose alternate designs they believe will meet the SCCOE needs.

The preferred topology for metro fiber services is point-to-multipoint, where the SCCOE is the hub site. Spoke (remote) sites should not have direct access to one another. All traffic should directly hub at SCCOE.

Proposals should include associated costs for bandwidth options per site of 50Mbps, 100Mbps, 500Mbps, and 1 Gbps, Optional bandwidths of 10Gbps up to 25 Gbps, or similar bandwidths, if available, in Exhibit C. SCCOE Hub site may have collector or aggregate port(s) with bandwidths from 2Gbps to 10Gbps.

Please price each connection individually. Include estimated taxes, fees, and surcharges.

TIMELINES

Installation to be completed, preferably before June 30, 2024.

E-RATE and CTF FUNDING

Execution of the contract will be contingent upon E-rate funding. Annual continuation of the contract will be contingent upon E-rate funding for that year. Services must be eligible for E-rate and CTF (California Teleconnect Fund) discounts. Vendor must be authorized and registered with the USAC (Universal Service Administrative Company) with valid SPIN and up-to-date Form 498 at time of services rendered. Vendors must have available CTF/DAS discounts through the CPUC.

SCCOE may elect to proceed with contract(s) before E-rate funding approval.

PRICING

Please provide pricing for 12, 24, 36-month with 2 one-year voluntary extensions, and/or 60-month contract terms in your proposal. Preferred contract end date will fall on June 30. If appropriate, include pricing for different levels of service (bandwidth/CIR). Include provisions for bandwidth/CIR increases and addition of more ports, during the term of the contract, if applicable. Please include all estimated taxes, fees, and surcharges in all proposals. Please price each site connection individually. In addition to individual pricing, vendors may also provide pricing for groups of sites. SCCOE reserves the right to select the most favorable and appropriate solution for each site situation. Include any one-time installation costs, if any. Include optional costs to extend service from MPOE to the MDF/IDF at each site if applicable. Include single year and multi-year contract options if available. Please include after term pricing, if available.

Include pricing for SCCOE Hub Site if necessary for collector circuit or similar port required for connection to remote site

EXHIBIT "A"

SITE	ADDRESS	CITY	ZIP	Distance MPOE to MDF	Conduit Available
SCCOE	1290 RIDDER PARK DR	SAN JOSE	95131-2304		

EXHIBIT "B"

LIST OF SCCOE PROGRAM SITES

Santa Clara County Office of Education					
	Site Name	Site Address	City	Zip	Phone
1	Anne Darling	1550 Marburg Way	San Jose	95133	408-573-4062
2	Calaveras Head Start	1081 Buena Vista Rd	Hollister	95023	408-453-6900
3	Campbell Community Sp Ed 1	1 W Campbell Ave	Campbell	95008	408-874-0334
4	Chandler Tripp	780 Thornton Way	San Jose	95128	408-573-4005
5	Christopher State Preschool	565 Coyote Road	San Jose	95111	408-573-3321
6	Connect West Special Education	2280 Kenwood Avenue	San Jose	95128	408-392-3827
7	Educare	1399 Santee Drive	San Jose	95122	408-573-4800
8	Foothill	2750 Riverrun Drive	San Jose	95127	408-453-6542
9	Hester School	1460 The Alameda	San Jose	95126	408-453-6500
10	Hollister 1 Head Start	881 Line Street	Hollister	95023	408-573-4042
11	Kr Smith State Preschool	2025 Clarice Dr.	San Jose	95122	408-573-3340
12	McCollam Special Education	550 Gridley Street	San Jose	95127	408-392-3990
13	McKinley	651 Macredes Avenue	San Jose	95116	408-573-3314
14	Osborne School	840 Guadalupe Pkwy	San Jose	95110	408-573-3070
15	Oster Special Education	1854 Nelson Way	San Jose	95124	408-392-3840
16	OYA Conxion	749 Story Road	San Jose	95122	408-573-3225
17	Rouleau 1 Head Start	1875 Monrovia Drive	San Jose	95122	408-573-4006
18	Seven Trees Education Center	300 El Cajon Dr	San Jose	95111	408-573-4081
19	Snell	3550 Snell Avenue	San Jose	95136	408-573-4700
20	Stonegate Head Start	2545 Sherlock Dr	San Jose	95121	408-453-6900
21	Sunol Community School	258 Sunol St	San Jose	95126	408-573-3250
22	The Hub OYA	591 N King Rd Ste 1	San Jose	95133	408-573-3230
23	Walden West Center	15555 Sanborn Road	Saratoga	95070	408-573-3060
24	Washington Youth Center OYA	921 S 1st St Ste B	San Jose	95110	408-573-3238
25	Wool Creek	645 Wool Creek Drive	San Jose	95112	408-573-4090

26	Gateway Special Education 1	7151 Hanna Street	Gilroy	95020	408-392-3966
27	Gilroy Head Start	9300 Wren Ave.	Gilroy	95020	408-847-8943
28	Blue Ridge Ranch High School	19050 Malaguerra Rd	Morgan Hill	95037	408-573-3030
29	Christopher Ranch Head Start	305 Bloomfield Avenue	Gilroy	95020	408-847-8908
30	Glenview 1 Head Start	480 8th Street	Gilroy	95020	408-847-8882
31	Brownell	7701 Hanna Street	Gilroy	95020	408-392-3861

EXHIBIT "C"
COST PROPOSAL

Please provide pricing for a one-year term (with two one-year extensions) on the below:

	Site Name	Existing Ethernet service	Monthly Recurring Costs for 50Mbps	Monthly Recurring Costs for 100Mbps	Monthly Recurring Costs for 500Mbps	Monthly Recurring Costs for 1Gbps	Monthly Recurring Costs for 10Gbps	Monthly Recurring Costs for 25Gbps	One time Install Costs	Curb to MPOE Costs
1	SCCOE Hub	10 Gbps								
2	Anne Darling	100Mbps								
3	Calaveras Head Start	50Mbps								
4	Campbell Community Sp. Ed 1	100Mbps								
5	Chandler Tripp	100Mbps								
6	Christopher State Preschool	50Mbps								
7	Connect West Special Ed	50Mbps								
8	Educare	1Gbps								
9	Foothill	50Mbps								
10	Hester School	1Gbps								
11	Hollister 1 Head Start	100Mbps								
12	Kr Smith State Preschool	50Mbps								
13	McCollam Special Education	100Mbps								
14	McKinley	50Mbps								
15	Osborne School	1Gbps								
16	Oster Special Education	50Mbps								
17	OYA Conxion	100Mbps								
18	Rouleau 1 Head Start	100Mbps								
19	Seven Trees Ed Center	100Mbps								
20	Snell	1Gbps								
21	Stonegate Head Start	100Mbps								

22	Sunol Community School	1Gbps							
23	The Hub OYA	100Mbps							
24	Walden West Center	1Gbps							
25	Washington Youth Center OYA	100Mbps							
26	Wool Creek	50Mbps							

Please provide pricing for a two-year term (with two one-year extensions) on the below:

	Site Name	Existing Ethernet service	Monthly Recurring Costs for 50Mbps	Monthly Recurring Costs for 100Mbps	Monthly Recurring Costs for 500Mbps	Monthly Recurring Costs for 1Gbps	Monthly Recurring Costs for 10Gbps	Monthly Recurring Costs for 25Gbps	One time Install Costs	Curb to MPOE Costs
1	SCCOE Hub	10 Gbps								
2	Anne Darling	100Mbps								
3	Calaveras Head Start	50Mbps								
4	Campbell Community Sp. Ed 1	100Mbps								
5	Chandler Tripp	100Mbps								
6	Christopher State Preschool	50Mbps								
7	Connect West Special Ed	50Mbps								
8	Educare	1Gbps								
9	Foothill High	50Mbps								
10	Hester School	1Gbps								
11	Hollister 1 Head Start	100Mbps								
12	Kr Smith State Preschool	50Mbps								
13	McCollam Special Education	100Mbps								
14	McKinley	50Mbps								
15	Osborne School	1Gbps								
16	Oster Special Education	50Mbps								
17	OYA Conxion	100Mbps								
18	Rouleau 1 Head Start	100Mbps								
19	Seven Trees Ed Center	100Mbps								
20	Snell	1Gbps								
21	Stonegate Head Start	100Mbps								
22	Sunol Community School	1Gbps								
23	The Hub OYA	100Mbps								

24	Walden West Center	1Gbps							
25	Washington Youth Center OYA	100Mbps							
26	Wool Creek	50Mbps							

Please provide pricing for a three-year term (with two one-year extensions) on the below:

	Site Name	Existing Ethernet service	Monthly Recurring Costs for 50Mbps	Monthly Recurring Costs for 100Mbps	Monthly Recurring Costs for 500Mbps	Monthly Recurring Costs for 1Gbps	Monthly Recurring Costs for 10Gbps	Monthly Recurring Costs for 25Gbps	One time Install Costs	Curb to MPOE Costs
1	SCCOE Hub	10 Gbps								
2	Anne Darling	100Mbps								
3	Calaveras Head Start	50Mbps								
4	Campbell Community Sp. Ed 1	100Mbps								
5	Chandler Tripp	100Mbps								
6	Christopher State Preschool	50Mbps								
7	Connect West Special Ed	50Mbps								
8	Educare	1Gbps								
9	Foothill High	50Mbps								
10	Hester School	1Gbps								
11	Hollister 1 Head Start	100Mbps								
12	Kr Smith State Preschool	50Mbps								
13	McCollam Special Education	100Mbps								
14	McKinley	50Mbps								
15	Osborne School	1Gbps								
16	Oster Special Education	50Mbps								
17	Oya Conxion	100Mbps								
18	Rouleau 1 Head Start	100Mbps								
19	Seven Trees Ed Center	100Mbps								
20	Snell	1Gbps								
21	Stonegate Head Start	100Mbps								
22	Sunol Community School	1Gbps								
23	The Hub Oya	100Mbps								
24	Walden West Center	1Gbps								
25	Washington Youth Center Oya	100Mbps								
26	Wool Creek	50Mbps								

Please provide pricing for a five-year term on the below:

	Site Name	Existing Ethernet service	Monthly Recurring Costs for 50Mbps	Monthly Recurring Costs for 100Mbps	Monthly Recurring Costs for 500Mbps	Monthly Recurring Costs for 1Gbps	Monthly Recurring Costs for 10Gbps	Monthly Recurring Costs for 25Gbps	One time Install Costs	Curb to MPOE Costs
1	SCCOE Hub	10 Gbps								
2	Anne Darling	100Mbps								
3	Calaveras Head Start	50Mbps								
4	Campbell Community Sp. Ed 1	100Mbps								
5	Chandler Tripp	100Mbps								
6	Christopher State Preschool	50Mbps								
7	Connect West Special Ed	50Mbps								
8	Educare	1Gbps								
9	Foothill High	50Mbps								
10	Hester School	1Gbps								
11	Hollister 1 Head Start	100Mbps								
12	Kr Smith State Preschool	50Mbps								
13	McCollam Special Education	100Mbps								
14	McKinley	50Mbps								
15	Osborne School	1Gbps								
16	Oster Special Education	50Mbps								
17	Oya Conxion	100Mbps								
18	Rouleau 1 Head Start	100Mbps								
19	Seven Trees Ed Center	100Mbps								
20	Snell	1Gbps								
21	Stonegate Head Start	100Mbps								
22	Sunol Community School	1Gbps								
23	The Hub Oya	100Mbps								
24	Walden West Center	1Gbps								
25	Washington Youth Center Oya	100Mbps								
26	Wool Creek	50Mbps								

Please provide pricing for a one-year term (with two one-year extensions) on the below:

	Site Name	Existing Ethernet service	Monthly Recurring Costs for 100Mbps	Monthly Recurring Costs for 500Mbps	Monthly Recurring Costs for 1Gbps	Monthly Recurring Costs for 2Gbps	Monthly Recurring Costs for 5Gbps	Monthly Recurring Costs for 10Gbps	One time Install Costs	Curb to MPOE Costs
1	SCCOE Hub	2 Gbps								
2	Blue Ridge Ranch High	1Gbps								
3	Brownell	100Mbps								
4	Christopher Ranch HS	1Gbps								
5	Gateway Sp. Ed 1	1Gbps								
6	Gilroy Head Start	1Gbps								
7	Glenview 1 HS	1Gbps								

Please provide pricing for a two-year term (with two one-year extensions) on the below:

	Site Name	Existing Ethernet service	Monthly Recurring Costs for 100Mbps	Monthly Recurring Costs for 500Mbps	Monthly Recurring Costs for 1Gbps	Monthly Recurring Costs for 2Gbps	Monthly Recurring Costs for 5Gbps	Monthly Recurring Costs for 10Gbps	One time Install Costs	Curb to MPOE Costs
1	SCCOE Hub	2 Gbps								
2	Blue Ridge Ranch High	1Gbps								
3	Brownell	100Mbps								
4	Christopher Ranch HS	1Gbps								
5	Gateway Sp. Ed 1	1Gbps								
6	Gilroy Head Start	1Gbps								
7	Glenview 1 HS	1Gbps								

Please provide pricing for a three-year term (with two one-year extensions) on the below:

	Site Name	Existing Ethernet service	Monthly Recurring Costs for 100Mbps	Monthly Recurring Costs for 500Mbps	Monthly Recurring Costs for 1Gbps	Monthly Recurring Costs for 2Gbps	Monthly Recurring Costs for 5Gbps	Monthly Recurring Costs for 10Gbps	One time Install Costs	Curb to MPOE Costs
1	SCCOE Hub	2 Gbps								
2	Blue Ridge Ranch High	1Gbps								
3	Brownell	100Mbps								
4	Christopher Ranch HS	1Gbps								
5	Gateway Sp. Ed 1	1Gbps								
6	Gilroy Head Start	1Gbps								

7	Glenview 1 HS	1Gbps							
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Please provide pricing for a five-year term on the below:

	Site Name	Existing Ethernet service	Monthly Recurring Costs for 100Mbps	Monthly Recurring Costs for 500Mbps	Monthly Recurring Costs for 1Gbps	Monthly Recurring Costs for 2Gbps	Monthly Recurring Costs for 5Gbps	Monthly Recurring Costs for 10Gbps	One time Install Costs	Curb to MPOE Costs
1	SCCOE Hub	2 Gbps								
2	Blue Ridge Ranch High	1Gbps								
3	Brownell	100Mbps								
4	Christopher Ranch HS	1Gbps								
5	Gateway Sp. Ed 1	1Gbps								
6	Gilroy Head Start	1Gbps								
7	Glenview 1 HS	1Gbps								

NO PROPOSAL IS VALID UNLESS SUBMITTED ON THIS FORM AND SIGNED BY AUTHORIZED AGENT FOR YOUR COMPANY.

SUBMITTED BY:

FIRM NAME: _____

ADDRESS: _____

CITY & ZIP: _____

TELEPHONE: _____ **FAX:** _____

USAC SPIN NUMBER: _____

FIRM NAME AS REGISTERED WITH USAC/SLD: _____

SIGNATURE: _____ DATE: _____
(Authorized Agent)

NAME: _____ TITLE: _____
(Please Print)

NOTE: If Consultant is a corporation, the legal name of the corporation shall be set forth above, together with the signature of authorized officers or agents and the document shall bear the corporate seal; if Consultant is a partnership, the true name of the firm shall be set forth above, together with the signature of the partnership; and if Consultant is an individual, his signature shall be placed above.

AFFIRMATIVE ACTION EMPLOYMENT PROGRAM

APPROVED: January 13, 1976

BY: Santa Clara County Board of Education
SECTION 12, CONTRACT COMPLIANCE

- 12.1 The Santa Clara County Office of Education will maintain a list of minority businesses and businesses operated by women that will ensure that such businesses receive solicitations for proposals.
- 12.2 The Santa Clara County Office of Education will maintain a list of minority and woman consultants and will ensure that they are afforded equal opportunity for contracts.
- 12.3 The Santa Clara County Office of Education will notify its vendors, suppliers, and other contractors of its affirmative action program.
- 12.4 The Santa Clara County Office of Education will require the inclusion of the following equal opportunity clauses as a condition of all contracts in excess of \$10,000.

During the performance of this contract, the contractor agrees as follows:

- 12.4.1 The contractor will not discriminate against any employee or applicant for employment because of race, creed, color sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and a selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 12.4.2 The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, physical handicap, sex, or national origin.
- 12.4.2 The contractor will show evidence of compliance with all provision of executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 12.4.3 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contractor may be declared ineligible for further contracts with this office.

CERTIFICATE OF NONDISCRIMINATION BY SELLER

As a supplier of goods or services to the Santa Clara County Office of Education, the firm listed below certifies that it does not discriminate in its employment with regard to race, religion, creed, sex, national origin, or handicap; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principal of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services (especially those serving minority communities), and the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM NAME: _____

TITLE OF OFFICER SIGNING: _____

SIGNATURE: _____

DATE: _____

SANTA CLARA COUNTY OFFICE OF EDUCATION
1290 RIDDER PARK DRIVE
SAN JOSE, CA95131-2398
(408) 453-6860

PROPOSAL QUESTIONNAIRE

The Santa Clara County Office of Education is continually looking for ways to improve its proposal procedures. Your assistance would be greatly appreciated. Please complete this questionnaire and return it with your proposal. If you will not be proposing, please fold in three, staple and return to address above.

(Check all answers that apply)

1. How did you learn about this particular RFP? _____

Personal contact from us? _____

Other-*please specify*: _____

2. If you do not plan to propose, please explain why:

_____ Quantity too high/low.

_____ Cannot meet the specifications of the RFP.

_____ Not enough time allowed to complete RFP requirements

_____ Cannot meet the delivery date or the completion date.

_____ Cannot handle the order at this time.

_____ Proposal and/or Performance Bond requirements too high.

3. Do you have any suggestions on how to improve our proposal process and/or the specifications?

4. Name of Your Company: _____

5. This Proposal Number: _____

6. Title of Proposal: _____

7. By and Title: _____

8. Comments: _____

CONTRACTOR’S CERTIFICATE

REGARDING WORKER’S COMPENSATION

Labor Code Section 3700.

“Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

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

Signature: _____

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 41007), Division 5, Title 1 of the Government Code of the State of California, and any amendments thereof, each proposer shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total proposal; and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this proposal.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the prime contractor's total proposal, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose proposal is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any on other than the original subcontractor listed in the original proposal , or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total proposal as to which his original proposal did not designate a subcontractor , except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portions of the work in excess of one-half of one percent of the prime contractor's total proposal as to which no subcontractor was designated in the original proposal shall only be permitted in cases of public emergency or necessity, and only after finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

<u>PORTION OF WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION & PLACE OF BUSINESS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

CONTRACTOR'S NAME

SIGNATURE

NONCOLLUSION DECLARATION

(To Be Executed By Proposer and Submitted With Proposal)

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached proposal; that the attached proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, 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 proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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 _____, 202__, at
_____, California

Authority: Public Contract Code 7106 CCP
2015.5

Id5, p.2