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FOR
DARK FIBER EQUIPMENT
AT
THE SANTA CLARA COUNTY OFFICE OF EDUCATION CONSORTIUM

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Forms also available at <http://www.sccoe.org/depts/purchasing/required-docs.asp>

NOTE: The Table of Contents and all items listed are to be made a part of the above referenced proposal.

Jas Sohal
Purchasing Manager

INSTRUCTIONS AND CONDITIONS
FOR
DARK FIBER EQUIPMENT
AT
THE SANTA CLARA COUNTY OFFICE OF EDUCATION CONSORTIUM

NOTICE IS HEREBY GIVEN that the Santa Clara County Office of Education, San Jose, California, hereinafter referred to as the Owner, will receive up to, but no later than, **Tuesday, February 20, 2024 at 3:00 p.m.**, sealed proposals for the award of a contract for: DARK FIBER EQUIPMENT – SCCOE CONSORTIUM

All prices quoted shall be FOB Destination. All material shall be shipped to 1290 Ridder Park Drive, San Jose, Ca 95131 according to delivery dates. Delivery schedule is TBD.

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

QUESTIONS AND ANSWERS

All questions regarding this RFP are due on or before Wednesday, January 17, 2024 at 4:00 p.m. via email to: Erate@SCCOE.org with the subject line of “RFP 03_24_25 questions”. Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be posted on our website Friday, January 19, 2024 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.

The Owner reserves the right to reject any or all proposals, to waive any informality in the proposal process, to award on a section-by-section or total basis, and to be the sole judge of whether an item proposed is equivalent to the requested item and meets the needs of this office.

The Santa Clara County Office of Education reserves the right to extend the Proposal due date by 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.

BONDS

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

PREPARATION OF PROPOSAL FORM

Please prepare your proposals on the form attached to be submitted at such time and place as is stated in the notice to Vendors calling for proposals. All blanks in the Proposal Form must be appropriately filled in, and all prices must be stated in words and figures. All proposals submitted must be in sealed envelopes bearing on the outside the name of the proposer, his address, and the name of the project for which the proposal is submitted. It is the sole responsibility of the proposer to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the proposer unopened.

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

BRAND NAMES AND NUMBERS

1. Brand names and numbers when given in Specifications are for reference. Proposals on equivalent items will be considered provided the proposal clearly describes the article offered and it is equivalent in quality and utility.
2. State brand and model on each item. If proposing other than the make, model, or brand specified in the Specifications, state the item offered by the manufacturer's name and model number. Unless the proposer clearly indicated in his proposal that he is offering an "equal" product, his proposal shall be considered as offering the brand name product referenced in the invitation for proposals.

PROPOSE SEPARATELY

Propose on each item separately. Prices should be stated in units specified in Specifications. If standard packaging is not consistent with proposal, so indicate on Specifications.

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.

NO PROPOSAL

If you are unable to propose, please return the proposal and/or proposal Questionnaire stating reason; otherwise, your name may be removed from our proposal list.

TAXES, CHARGES, AND EXTRAS

1. Unless otherwise definitely specified, the prices quoted herein do not include Sales Tax, Use Tax, or other taxes.
2. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose, except taxes legally payable by the Santa Clara County Office of Education.

3. The Santa Clara County Office of Education does not pay Federal Excise Taxes. Do not include these taxes in your proposal price; however do indicate on the proposal the amount of any such tax. The Santa Clara County Office of Education will sign an Exemption Certificate in lieu of such tax.

QUALIFICATIONS

All proposers 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, vendor or otherwise within the past twelve (12) months.

AWARD OF CONTRACT

1. Proposals will be evaluated on the following criteria:

Costs	40%
Compatibility with existing equipment	30%
Compatibility with existing NMS	30%

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.

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.

ASSIGNABILITY

A contract is not assignable by vendor 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 assigns of the respective parties hereto.

WARRANTY

Vendor warrants to the Owner and/or its customer that the goods and/or services covered by this order will conform to the specifications, samples, description, and time provisions furnished by the Owner and will be of first-class material and workmanship and free from defects; and the Owner reserves the right to cancel the unfilled portion of this order without liability to vendor for breach of this warranty. Goods will be received subject to inspection and acceptance at destination by the Owner and risk of loss before

acceptance shall be on vendor. Defective goods rejected by the Owner may without prejudice to any other legal remedy, be held at vendor's risk and returned at vendor's expense. Defects are not waived by acceptance of goods or by failure to notify vendor thereof.

The vendor shall warrant that all materials and workmanship shall be the quality, quantity and character specified and shown, and that any defect due to the use of any improper workmanship or materials discovered and made known to vendor within one (1) year from the filing of the Notice of Completion shall be made good by vendor without additional expense to the Owner.

COMPLIANCE WITH STATUTE

Vendor hereby warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the sale and delivery of the property furnished.

RIGHTS & REMEDIES FOR DEFAULT

1. In the event any item furnished by the vendor in the performance of the contract or purchase order shall fail to conform to the specifications thereof, or the same submitted by the vendor with his proposal, the Owner may reject the same, and it shall thereupon become the duty of the vendor to reclaim and remove the same forthwith, without expense to the Owner, and immediately to replace all such rejected items with others conforming to such specifications or samples; providing that should the vendor fail, neglect, or refuse to do so the Owner shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items to deduct from any moneys due to that, may thereafter become due the vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the Owner. In the event the vendor shall fail to make prompt delivery as specified of any item, the same condition as to the rights of the Owner to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God, or the government.
2. Cost of inspection of materials and/or services provided which do not meet specifications will be at the expense of the vendor.
3. The rights and remedies of the Owner provided above shall be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this proposal are considered valid for ninety (90) days, from date of proposal opening, unless the offering party in writing allows for a longer period of time.

1. Any cash discounts given to the Owner must be so stated on the proposal.
2. Prompt payment discounts offered for payment within less than thirty (30) calendar days will not be considered in evaluating offers for award. However, offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.
3. In connection with any discount offered, time will be computed from date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received, if the latter is later

than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing the warrant or check.

MODIFICATIONS

Changes in or additions to the Proposal Form, recapitulations of the work proposed upon alternative proposals, or any other modifications of the Proposal Form which is not specifically called for in the contract documents may result in the rejection of the proposal as not being responsive to the proposal. No oral or telephonic modification of any proposal submitted will be considered, and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the 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.

WITHDRAWAL OF PROPOSAL

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.

INTERPRETATION OF DOCUMENTS

If a proposer for the proposed contract is in doubt as to the meaning of any part of the specifications, or other contract documents, or finds discrepancies in, or omissions from specifications, proposer may submit to the Purchasing Manager a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. No oral interpretation of any provision in the contract documents will be made to any proposer.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a proposer, or that has quoted prices or materials to a proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers or making a prime proposal.

EVIDENCE OF RESPONSIBILITY

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

SUBMISSION OF PROPOSALS TO PUBLIC PURCHASING BODY; AGREEMENT TO ASSIGN

In submitting a proposal to a public purchasing body, the proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2

(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer.

AFFIRMATIVE ACTION

The proposer shall comply with the Owner's Affirmative Action Employment Program adopted by the Board of Education on January 13, 1976, especially section 12, Contract Compliance (a copy of the section attached hereto).

1. A complete copy of the Affirmative Action Employment Program may be requested through the Purchasing Unit, General Services Department, Santa Clara County Office of Education, 1290 Ridder Park Drive, San Jose, California 95131-2398.
2. The proposer shall sign the enclosed "Certification of Nondiscrimination by Supplier" form and submit it with the proposal.

PROPOSING QUESTIONNAIRE

If you decide not to propose, please return "Proposing Questionnaire" indicating reason. Failure to respond may result in your company being removed from our proposal list.

SPECIFICATIONS
FOR
DARK FIBER EQUIPMENT
AT
SANTA CLARA COUNTY OFFICE OF EDUCATION CONSORTIUM

SCOPE

The Santa Clara County Office of Education E-rate Consortium (SCCOE) is seeking proposals for additional equipment and installation of a Dense Wave Division Multiplex (DWDM) system to connect the SCCOE hub site to multiple new district sites, listed in Exhibit A or alternate site Exhibit B, using a dark fiber network. The SCCOE currently has Ekinops equipment to connect the current node sites listed in Exhibit A. KMZ maps and fiber distances for the current Dark Fiber rings are in a separate KMZ file, SCCOE Ring KMZ 12.18.22.kmz. The minimum requirements and specifications, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below.

Purchases may commence 04/01/2024 or later through 06/30/2025.

DESCRIPTION

The DWDM equipment will be used on a dark fiber network. While the final topology has not been determined, SCCOE is seeking equipment proposals for multiple ring options and other alternative network designs. Ring options may be for multiple rings or multiple rings with protected and/or non-protected spurs.

Current and projected bandwidth requirements for each site along with fiber distances between each node for both hub-and-spoke and single-ring topologies are included.

Proposals must include any additional equipment, if any, needed at the SCCOE hub to connect new equipment.

For equipment for Los Altos School District, the Dark Fiber preferred termination would be at the District Office at 201 Covington Road list in Exhibit "A", but as an alternative we will consider connecting at either of the 2 Los Altos Schools listed in Exhibit "B". Since final termination location of Dark Fiber is not known, please provide optional pricing for equipment for each Los Alto SD location.

Equipment proposals may also be submitted for dark fiber network configurations of:

1. Multiple rings
2. Multiple rings with protected and/or non-protected spurs

The SCCOE Consortium is willing to consider equipment for alternative network designs suggested by a service provider. The SCCOE Consortium, in accordance with E-rate rules, will choose the most cost-effective design that meets the needs of the consortium.

REQUIREMENTS

The SCCOE E-rate Consortium has invested in a dark fiber network on which optical equipment was acquired and overlaid. It was previously determined that this technology and configuration would allow for the most robust, easily expandable and cost-effective solution for Consortium members into the future.

Responses to this RFP for optical equipment will be used in conjunction with responses to a concurrent RFP for fiber connectivity in order to determine the overall cost-effectiveness of a solution to add new sites to the existing dark fiber-based network. The Consortium will determine based upon responses to both RFPs the combination of fiber solutions and requisite overlay equipment which will best serve member needs.

The current configuration of the dark fiber network is based upon five subtended rings which hub back to the data center at 1290 Ridder Park Dr. Because the existing network has been built leveraging Ekinops optical equipment which also includes a critical network monitoring component, it is the Consortium's goal to maximize manageability and compatibility through maintaining as homogenous a system as possible. While the Consortium cannot require that only a single vendor's solution be used for the fiber network it should be recognized that an existing network is in place and proposals must be interoperable with the present network and its monitoring systems.

The technical requirements for the equipment to add nodes to the existing network are:

- Auto Balancing/Equalization/Attenuation
- Dynamic Amplification
- OTDR
- Out of Band Monitoring
- Survivability (of node if power is down)
- Minimum of 40 Channels
- Ease of Expandability (in terms of additional nodes and additional bandwidth)
- Management System
- Forward Error Correction
- Customer Hand off
- 2 Port Optical Protection Module (or equivalent device)

The Consortium is requesting two different equipment configurations to address the various topological options for dark fiber which may be proposed in adding new nodes to the existing network:

- Direct addition to an existing ring
- Non-protected spur into an existing ring

Any equipment solution must therefore be able to carry a wavelength to and from a newly added node site, through existing sites back to the hub site at the Ridder Park data center. Proposals must account for existing fiber distances and calculate any amplification necessary in order to maintain the full optical integrity of any existing ring configuration.

Include any taxes and delivery fees in all proposals.

Include installation, configuration and training in all proposals.

Include annual maintenance and support for equipment in all proposals. Include percentage of maintenance and support that is E-rate eligible.

As not all sites may elect to join the SCCOE Dark Fiber network, price equipment needed for each location separately. SCCOE may select equipment for each site as best meets that site's needs.

Minimum Requirements

Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements. **Failure to provide responses to the items listed below may be interpreted by SCCOE as an inability of Proposer to provide the requested item, service, feature, or function.**

Please read carefully as the equipment MUST meet all of the following specifications:

1. Transporting at least 80 wavelengths between every two adjacent optical nodes with capability to insert or drop up to 10 waves between every two adjacent nodes at the time of installation. The installed system should be balanced for up to 80 waves at the time of installation without the need to manually re-balance the DWDM attenuation, multiplex, dispersion and amplification system. Hub sites will require the ability to insert or drop up to 80 waves.

Does Proposer comply? (Yes/No)

If "Yes" please clarify how this requirement is met: _____

2. The proposed network provides in-service scalability to 80 wavelengths per fiber pair. No additional ROADM components, optical filters, line-side optical amplifiers, or DCMs need to be added to the network to expand to 80 wavelengths and no special RTU licenses are required for this capacity expansion. Furthermore, no amplifier provisioning changes are required to expand to 80 wavelengths.

Does Proposer comply? (Yes/No)

If "Yes" please clarify how this requirement is met: _____

3. Solution contains an integrated (optical time-domain reflectometer) OTDR system?

Does Proposer comply? (Yes/No)

If "Yes" please clarify how this requirement is met: _____

4. Capable of maintaining the integrity of a ring in the event of loss of power at one nodesite.

Does Proposer comply? (Yes/No)

If "Yes" please clarify how this requirement is met: _____

5. Capable of east-west optical protection switching of a single client interface.

Does Proposer comply? (Yes/No)

If "Yes" please clarify how this requirement is met: _____

6. Capable of 100 Gigabit transport on a single wavelength.

Does Proposer comply? (Yes/No) Cost \$ _____

7. Capable of minimum 8 individual 10 Gigabit Ethernet transports in a single wavelength.

Does Proposer comply? (Yes/No) Cost \$ _____

8. All Ethernet transports must support up to 9216-byte frames.

Does Proposer comply? (Yes/No)

9. All Ethernet transports must be transparent to IEEE 802.1Q tags.

Does Proposer comply? (Yes/No)

10. The DWDM system must support expansion with 100GigE, 10GigE, 1GigE.

100GigE:

Does Proposer comply? (Yes/No) Cost \$ _____

If "Yes" please clarify how this requirement is met: _____

10GigE: _____

Does Proposer comply? (Yes/No) Cost \$ _____

If "Yes" please clarify how this requirement is met: _____

1GigE:

Does Proposer comply? (Yes/No) Cost \$ _____

If "Yes" please clarify how this requirement is met: _____

11. The DWDM system must support a hub-and-spoke topology or a ring topology.

Does Proposer comply? (Yes/No)

If "Yes" please clarify how this requirement is met: _____

12. The DWDM system must have a local secure Ethernet protocol interface to support configuration and monitoring access.

Does Proposer comply? (Yes/No)

If "Yes" please clarify how this requirement is met: _____

13. DWDM system must support SNMP version 2 or later.

Does Proposer comply? (Yes/No)

If "Yes" please clarify how this requirement is met: _____

14. The DWDM system must support an out-of-band (OOB) interface for configuration and monitoring.

Does Proposer comply? (Yes/No)

If "Yes" please clarify how this requirement is met: _____

15. The DWDM system must support a Graphical User Interface (GUI) for management and monitoring. Vendor must declare if management and monitoring system is IP based. Vendor must specify if the GUI is HTTP/HTTPS or a proprietary user interface.

Does Proposer comply? (Yes/No)

If "Yes" please clarify how this requirement is met: _____

16. If the user interface is proprietary, vendor must quote management and monitoring system hardware and software separately and include any hardware (if required) and software costs, licensing fees, number of required licenses, onetime costs and recurring costs, if applicable. Management and monitoring of each and all nodes shall be accessible from at least one central management location. Preference will be given to systems that utilize TCP/IP as the transport for management and maintenance operation.

Does Proposer comply? (Yes/No) Cost \$ (if applicable)

Please detail system proposed: _____

17. DWDM system should support an active and a secondary configuration stored in the system.

Does Proposer comply? (Yes/No)

If "Yes" please clarify how this requirement is met: _____

18. System Optics Support

a. Client Optics

i. Pluggable

ii. QSFP, QSFP28, SR4, SR10, LR4, LR10 (10Gig)

iii. SFP, SFP+, XFP or XENPAK (10Gig)

iv. 850 nm,1310nm and 1550 nm wave lengths

v. SX, SR, LR, LX/LH, IR, EX/ZX and ER

vi. DWDM ITU Grid 100GHz spacing

b. LINE Optics: Fixed or Tunable ITU Grid 50 Gigahertzspacing

Does Proposer comply? (Yes/No)

If "Yes" please clarify how this requirement is met: _____

19. The DWDM system must be powered with redundant AC wide-ranging power supplies (110-240 VAC).

Does Proposer comply? (Yes/No)

If "Yes" please clarify how this requirement is met: _____

20. Vendor must provide AC current requirements for each node equipped as specified within this scope of work. (Proposed equipment Power plus high forchassis)

Does Proposer comply? (Yes/No)

If "Yes" please clarify how this requirement is met: _____

21. The DWDM system must mount in an EIA 19-inch-wide equipment rack.

Does Proposer comply? (Yes/No)
If "Yes" please clarify how this requirement is met: _____

22. Hardware capacity of each proposed node:

a. Vendor must state the capacity of the proposed hardware and common equipment to accept additional interface cards with optical protection switching.

Does Proposer comply? (Yes/No)
Please clarify: _____

b. Vendor must state the cost and capacity of additional chassis and common equipment to add additional interfaces after the initial hardware capacity is filled.

Does Proposer comply? (Yes/No) Cost \$ _____
Please disclose applicable cost(s) and how the requirement is met:

2 Options -

c. Vendor must disclose any and all cost to enable or install any future additional features to any node on the metro system.

Does Proposer comply? (Yes/No) Cost \$ _____ (if applicable)
Please disclose applicable cost(s) and how the requirement is met:

23. Vendor must proposal the recommended spare list for the proposed equipment.

Does Proposer comply? (Yes/No)
Cost \$ _____
Proposer shall detail the list of spares proposed: _____

24. Vendor must proposal installation for each NODE proposal, as a separate line item.

Does Proposer comply? (Yes/No) Cost \$ _____
Please describe Proposer's node installation schedule:

25. Vendor must proposal a Network Management System, to include each of the following items:

- a. Network Management System Software**
- b. Network Management System annual license cost**
- c. Network Management System Hardware**
- d. Network Management System Operating System**
- e. Network Management System fee for node management (for adding nodes)**
- f. Network Management System user description**

Provide a detailed description of the network management system proposed, along with itemized cost for items a-e, above:

The SCCOE reserves the option to purchase Network Management System hardware and associated operating system separately from this acquisition.

26. Vendor must specify any access separation capability for access to individual nodes. This is to limit access and control of individual nodes to groups of users, rather than every node and every transponder always accessed by all users of NMS or network element access.

Please specify: _____

27. Vendor must specify any authentication supported methods for NMS and for Network Elements, such as Radius, TACACS+, Shibboleth, etc.

Please specify: _____

28. If Proposer will invoice SCCOE for freight/delivery charges, the estimated shipping/delivery costs must be included in vendor's proposal.

Will shipping charges apply? (Yes/No) Cost \$_____ (if applicable)

Option 1

Option 2

29. Vendor must propose the cost for one (1) year of maintenance. The annual maintenance price proposal must remain valid for a period of up to four additional years, following the initial maintenance acquisition. SCCOE reserves the option to purchase annual equipment maintenance.

Does Proposer comply? (Yes/No)

Cost for 1 year of maintenance \$_____ Please detail the annual maintenance plan coverage:

Additional Requirements Specific to this RFP:

Proposer shall submit the following additional information as part of Proposer's proposal:

A) If Proposer takes exception to any terms or conditions set forth in Section 4 of this RFP, Proposer will submit a list of the exceptions.

B) Provide a minimum of two (2) reference contacts, for systems of like capacity.

The SCCOE reserves the option to contact any or all references provided in response to this RFP.

C) Proposer's past relationship with the SCCOE

Detail prior experience providing goods or services to the SCCOE. Provide contact information for the specific SCCOE department(s) and a description of the type of work performed. Were the tasks performed similar to the scope of work identified in this RFP?

D) Vendor should supply all equipment and software documentation in electronic form.

Does Proposer comply? (Yes/No)

Include installation, configuration and training in all proposals, including any necessary configuration changes to existing equipment.

Include future costs for ongoing maintenance and support for equipment in all proposals. Equipment must be compatible with Ekinops Equipment listed in exhibit "C".

Exhibit "A"

SUGGESTED PROPOSAL FORMAT:

SITE	ADDRESS	CITY	ZIP	Bandwidth	Requested Connections
EVERGREEN SD	3188 QUIMBY RD	SAN JOSE	95148	10Gb	Ring or Spur
FREMONT UNION HIGH SD	589 W FREMONT AVE	SUNNYVALE	94087	10Gb	Ring or Spur
LOS ALTOS SD	201 COVINGTON RD	LOS ALTOS	94024	10Gb	Ring or Spur

Exhibit "B"

ALTERNATIVES CONNECTION SITES FOR LOS ALTOS SD:

SITE	ADDRESS	CITY	ZIP	Bandwidth
ALMOND SCHOOL (preferred school)	550 ALMOND AVENUE	LOS ALTOS	94022	10Gb
EGAN SCHOOL	100 W. PORTOLA AVE.	LOS ALTOS	94022	10Gb

Exhibit "C"

SITE	ADDRESS	CITY	ZIP	Bandwidth
SCCOE Data Center (Hub Site)	1290 RIDDER PARK DR	SAN JOSE	95131-2304	100Gb
ALUM ROCK SD	2930 GAY AVENUE	SAN JOSE	95127	10Gb
BERRYESSA SD	955 PIEDMONT RD	SAN JOSE	95132	10Gb
CAMBRIAN SD	4115 JACKSOL DR	SAN JOSE	95124	10Gb
CAMPBELL UNION SD	240 HARRISON AVENUE	CAMPBELL	95008	10Gb
CAMPBELL UNION HIGH SD	4805 WESTMONT AVENUE	CAMPBELL	95008	10Gb
CUPERTINO SD	10301 VISTA DR	CUPERTINO	95014	2x10Gb
EAST SIDE UNION HIGH SD	830 N CAPITOL AVE	SAN JOSE	95133	2x10Gb
FRANKLIN MCKINLEY SD	645 WOOL CREEK	SAN JOSE	95112	10Gb
LUTHER BURBANK SD	4 WABASH AVE	SAN JOSE	95128	10Gb
LOS GATOS UNION ELEM SD	17010 ROBERTS RD	LOS GATOS	95032	10Gb
LOS GATOS-SARATOGA SD	17421 FARLEY RD	LOS GATOS	95030	10Gb
LOS GATOS HIGH SCHOOL	20 HIGH SCHOOL COURT	LOS GATOS	95030	10Gb
SARATOGA HIGH SCHOOL	20300 HERRIMAN AVENUE	SARATOGA	95070	10Gb
METROPOLITAN SD	760 HILLSDALE AVE	SAN JOSE	95136	10Gb
MILPITAS UNIFIED SD	1331 E. CALAVARAS BLVD	MILPITAS	95035	10Gb
MORELAND SD	4711 CAMPBELL AVE	SAN JOSE	95130	10Gb
MOUNT PLEASANT SD	3434 MARTEN AVE	SAN JOSE	95148	10Gb
MT. VIEW WHISMAN SD	750-A SAN PIERRE WAY	MT. VIEW	94043	10Gb
OAK GROVE SD	6578 SANTA TERESA BLVE	SAN JOSE	95119	10Gb
ORCHARD SD	921 FOX LANE	SAN JOSE	95131	10Gb
PALO ALTO UNIFIED SD	25 CHURCHILL AVENUE	PALO ALTO	94306	10Gb
SAN JOSE UNIFIED SD	855 LENZEN AVE	SAN JOSE	95126	3x10Gb

SANTA CLARA UNIFIED SD	1890 LAWRENCE RD	SANTA CLARA	95051	2x10Gb
REDWOOD MIDDLE SCHOOL	13925 FRUITVALE AVENUE	SARATOGA	95070	10Gb
SUNNYVALE SD	819 W IOWA AVE	SUNNYVALE	94086	10Gb
UNION SD	5175 UNION AVE	SAN JOSE	95124	10Gb
VALLEY CHRISTIAN SCHOOLS	100 SKYWAY BLVD	SAN JOSE	95111	10Gb
VALLEY CHRISTIAN	1450 LEIGH AVENUE	SAN JOSE	95115	10Gb
LEVEL 3 in SUNNYVALE	1380 KIFER RD	SUNNYVALE	94086	100Gb
ZAYO	3075 RAYMOND ST	SANTA CLARA	95054	100Gb

**PROPOSAL FORM FOR
 DARK FIBER EQUIPMENT AT
 SANTA CLARA COUNTY OFFICE OF EDUCATION CONSORTIUM**

TO: THE SANTA CLARA COUNTY OFFICE OF EDUCATION

Pursuant and in compliance with your Instructions and Conditions and all other documents relating thereto, the undersigned offered, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is being done, and with the specifications and other contract documents, hereby proposed and agrees to perform within the time stipulated, in contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expandable equipment, and all utility and transportation services necessary to perform all of the work required in connection with **Proposal: E RFP 03_24_25** all in strict conformity with the specifications and other contract documents, including addenda nos. , and , on file at the Office of the Purchasing Manager of the Santa Clara County Office of Education.

All in strict conformity with the specifications and other contract documents, including addenda nos. , and _____, on file at the Office of the Purchasing Manager of the Santa Clara County Office of Education.

Proposer may add additional lines as needed to the Proposal Form to include all equipment.

SITE	Equipment for new node site	Cost	Additional equipment for spurred site or adjacent sites*	Cost	Total Cost
EVERGREEN SD (RING)					
EVERGREEN SD (SPUR)					
FREMONT UNION HIGH SD (RING)					

FREMONT UNION HIGH SD (SPUR)					
LOS ALTOS SD (RING)					
LOS ALTOS SD (SPUR)					

*This is for possible equipment, such as OPS, amplifier, transceivers, etc., that would be required at current dark fiber node sites that are either adjacent to the new site being added as a node or are the site where the new site spurs into a current dark fiber ring.

NO QUOTE 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: _____ TITLE: _____
(Authorized Agent)

NAME: _____

(Please Print)

NOTE: If proposer 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 proposer is a partnership, the true name of the firm shall be set forth above, together with the signature of the partnership; and if proposer 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.

12.4.3 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.

12.4.4 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 proposal? _____

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 proposal.

_____ Not enough time allowed to complete proposal 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>LOCATION & PLACE</u> <u>PORTION OF WORK</u>	<u>SUBCONTRACTOR</u>	<u>OF BUSINESS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

CONTRACTOR’S NAME

SIGNATURE

NON-COLLUSION 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

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