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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) Noncollusion 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
THE SANTA CLARA COUNTY OFFICE OF EDUCATION

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, **Tuesday, March 1, 2022 at 3:00PM**, sealed proposals for the purchase of: Digital Transmission Lit Fiber.

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.

QUESTIONS AND ANSWERS

All questions regarding this RFP are due on or before January 28, 2022 at 4:00 p.m. via email to: Erate@SCCOE.org with the subject line of "E RFP 02_22_23 Questions". Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be posted on our website February 1, 2022 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 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.

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 where 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 in particular 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 any and 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.

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 varying bandwidth options per site of 100Mbps, 500Mbps, and 1 Gbps, or similar bandwidths, if available.

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

TIME LINES

Installation to be completed, preferably before June 30, 2023.

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 Transmission 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, and 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 costs to extend service from MPOE to the MDF/IDF at each site. 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 sites.

EXHIBIT "A" SCCOE Hub Site

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

	SITE	ADDRESS	City	Zip Code
1	Calaveras Head Start	1081 Buena Vista Rd	Hollister	95023
2	Oster Special Education	1854 Nelson Way	San Jose	95124
3	Foothill High Special Education 1	2750 Riverrun Drive	San Jose	95127
4	Connect West Special Education	2280 Kenwood Avenue	San Jose	95128
5	Christopher State Preschool	565 Coyote Road	San Jose	95111
6	Glenview Head Start	480 8 th Street	Gilroy	95020

One Year Term (with two one-year extensions)

Site	100 Mbps	500 Mbps	1 Gbps	Curb to MPOE costs	Estimated Taxes
Calaveras Head Start					
Oster Special Education					
Foothill High Special Education 1					
Connect West Special Education					
Christopher State Preschool					
Glenview Head Start					

Two Year Term (with two one-year extensions)

Site	100 Mbps	500 Mbps	1 Gbps	Curb to MPOE costs	Estimated Taxes
Calaveras Head Start					
Oster Special Education					
Foothill High Special Education 1					
Connect West Special Education					
Christopher State Preschool					
San Felipe Office HS					

Three Year Term (with two one-year extensions)

Site	100 Mbps	500 Mbps	1 Gbps	Curb to MPOE costs	Estimated Taxes
Calaveras Head Start					
Oster Special Education					
Foothill High Special Education 1					
Connect West Special Education					
Christopher State Preschool					
San Felipe Office HS					

Five Year Term

Site	100 Mbps	500 Mbps	1 Gbps	Curb to MPOE costs	Estimated Taxes
Calaveras Head Start					
Oster Special Education					
Foothill High Special Education 1					
Connect West Special Education					
Christopher State Preschool					
San Felipe Office HS					

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.