

**Request for Proposal
#202201 – WAN**

**Multi-year Contract for
E-rate Eligible
Wide Area Network (WAN) Services**

FCC FORM 470

**Berkeley Unified School District
Purchasing Department
2020 Bonar Street Suite #232
BERKELEY, CA 94702
510-644-6430**

E-rate Funding Year 25 (2022-2023)

NOTICE TO BIDDERS

1. NOTICE IS HEREBY GIVEN The Berkeley Unified School District (“BUSD”, “Berkeley Unified”, “District”) wishes to receive proposals for Wide Area Network services for E-Rate Funding Year 25 (2022-2023). The District has twenty-three (23) school and operational facilities including the District Office that are currently connected by a fully managed private WAN connected via 100 Mbps service to two sites, 1000 Mbps service to seventeen sites, and 2000 Mbps connections to the District Offices, Data Center, and High School, provided by Comcast Business. The existing WAN contract expires on June 30, 2022.

2. The District wishes to receive vendor proposals covering the period of three years from July 1, 2022 to June 30, 2025 with 3 optional 1 year extensions. Contract term for Lit Fiber Services shall be five years with option to extend for one additional five-year term. Please provide pricing beginning with Year 6 (month 61) for cost comparison over a ten-year period. Contract term for Leased Dark Fiber/IRU shall be ten years with option to extend for one additional ten-year term.

3. Please contact Max Eissler, Director of Technology at Berkeley Unified via email at maxeissler@berkeley.net for information regarding this RFP. All questions and correspondence concerning this RFP must be conducted in writing via email.

4. Sealed proposals should be delivered to BERKELEY UNIFIED SCHOOL DISTRICT. Proposals must be received by the Berkeley Unified School District Purchasing Department no later than **3:01 P.M. on February 7, 2022.**

**BERKELEY UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
2020 Bonar Street
BERKELEY, CA 94702
Attn: Tom Bollinger**

5. BERKELEY UNIFIED reserves the right to reject any and all proposals and to waive any informality, technical defect or clerical error in any Bid Proposal Package, as the interest of the BERKELEY UNIFIED SCHOOL DISTRICT may require. Any proposer may withdraw his/her proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals.

Published: **January 7, 2022**

Equal Opportunity Employer

BERKELEY UNIFIED SCHOOL DISTRICT

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GENERAL TERMS AND CONDITIONS

General This information to Bidders is in addition to any instructions or conditions stated elsewhere in the Contract Document.

Bid Proposals To receive consideration, Bid Proposals shall be made in accordance with the following instructions:

Deadline for Receipt of Proposals Proposals will be received prior to **3:01 PM on February 7, 2022** after which time the proposals will be opened and reviewed by the evaluation committee. Envelopes containing a proposal must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date and name of proposer, and submitted to:

**BERKELEY UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
Attn: Tom Bollinger
2020 Bonar Street Suite 232
Berkeley, CA 94702**

Proposals must be received no later than the time and date designated above. Proposals received later than the designated time and date will not be accepted. **Facsimile (FAX) copies of the proposal will not be accepted.**

An optional site walk will be held on **Thursday, January 20, 2022 at 8:30 AM**. All vendors wishing to participate in the site walk must be present at that time at 2020 Bonar Street, Suite 126, Berkeley, CA 94702.

Additional information, modifications, and clarifications will be communicated via addendum, if deemed necessary by the District.

All questions regarding this RFP are to be addressed to Max Eissler at maxeissler@berkeley.net. Questions are due by 2:00 pm January 25, 2019. Questions received after this time will not be answered. BUSD is posting this RFP on both USAC's EPC Portal site in addition to the district's website <https://www.berkeleyschools.net/departments/purchasing/>. Questions and responses will be posted on the district's website and the EPC portal site.

THE BID – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Retain one copy for your file and return one complete set sealed in the envelope provided with the bid. Unsigned bids will not be accepted.

FAX BIDS – Facsimile copies of bids will not be accepted for formal advertised bids.

DEFINITIONS – Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.

NAME AND NATURE OF BIDDER'S LEGAL ENTITY – The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.

WITHDRAWAL OF BID – Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to public Contract Code Sections 5100 et. seq.

ASSIGNMENT OF CONTRACT OR PURCHASE ORDER – The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.

BID NEGOTIATIONS – A bid response to any specific item of this bid with terms such as “negotiable” “will negotiate” or of similar intent, will be considered as nonresponse to the specific item.

PRICES – Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder's authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Alameda County for products listed herein.

TAXES – Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their bid and invoices. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required,

PERFORMANCE GUARANTEE – The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District’s Purchasing Agent. A continuous performance bond in the amount of 100% of the total amount of the award executed by a surety satisfactory to the District and filed with the Purchasing Agent is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.

BRAND NAME AND NUMBER – The bidder(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the bid form. Should any item for which bids are requested be patented, or otherwise protected or designated by the particular name of the maker and the bidder desires to bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Purchasing Agent to be equal in all respects to that specified. If samples are requested by the Purchasing Agent for this determination, they shall be submitted in accordance with Paragraph 12, except that they may be submitted after the bid opening.

QUANTITY AND QUALITY OF MATERIALS OR SERVICES – The successful bidder(s) shall furnish and deliver the quantities designated in the bid or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications and the District’s sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Purchasing Agent, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder’s expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the bid specifications, the cost of such test shall be paid by the bidder(s). In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

DISTRICT REQUIREMENTS – The quantity shown is the estimate of consumption annually for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

ACCEPTANCE OR REJECTION OF BIDS – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District’s acceptance of one item shall be contingent upon the District’s acceptance of one or more

additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.

BID EXCEPTIONS – All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered and a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of the bids.

AWARDS – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

EXECUTION OF CONTRACT – Issuance of a Purchase Order shall evidence the contractual agreement between the bidder(s) and the District and the bidder's acceptance of these Bid Instructions and Conditions.

MATERIAL SAFETY DATA SHEETS – For all products requiring a Material Safety Data Sheet – The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.

DEFAULT BY CONTRACTOR – The District shall hold the bidder(s) responsible for any damage, which may be sustained due to failure to comply with any terms or conditions, listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder.

INSURANCE – The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder's operations under the contract. Also, the bidder may be required to file proof of such insurance, naming BERKELEY UNIFIED as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident. Property Damage shall be \$500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).

INVOICES AND PAYMENTS – Unless otherwise specified, the successful bidder(s) shall render invoices in

duplicate for materials delivered or services performed under the contract, to Accounts Payable, and District Purchasing Office located at 2020 Bonar Street, Berkeley, CA 94702. Invoices shall be submitted under the same firm name as shown on the bid. The successful bidder(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

MISCELLANEOUS PROVISIONS:

- A. Assignment of Contracts** – The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond and the District.
- B. Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.
- C. Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- D. Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
- E. Entire Agreement** – This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- F. Force Majeure Clause** – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
- G. Hold Harmless Clause** – The successful bidder agrees to indemnify, defend and save harmless BERKELEY UNIFIED, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or inure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of

the sole negligence of the District.

- H. Prevailing Law** – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.
- I. Governing Law and Venue** – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state of federal court located in Alameda County.
- J. Permits and Licenses** – The successful bidder(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.
- K. Contract Documents** – The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications and drawings, if any, the bid and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
- L. Independent Contractor** – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the District.
- M. Anti--discrimination** – It is the policy of the BERKELEY UNIFIED Board of Education, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.
- N. Termination Without Cause** – This Agreement may be terminated by the District upon giving thirty days advance written notice of an intention to terminate. BUSD reserves the option to terminate service, without penalty and with the full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for the balance of services not rendered, if the district is dissatisfied with the service.
- O. Product Shortages** – If the successful bidder is unable to supply any product listed herein, the

District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

P. Transition Plan - The service within the scope of this contract is currently provided by Comcast. The winning vendor will need to coordinate with the incumbent provider for a transition plan so that services can start on December 31, 2022. Installation of services may commence prior to the start of service but may not be billed until the services have started.

BUSD requires a transition plan to be provided with any proposal response. The plan is to include the resources to be dedicated to the transition, all costs associated with the transition, a timeline of actions with a completion target date for the supplier and for the BUSD transition team. The transition plan is to outline the expectations the supplier team would have of BUSD and the information or task BUSD is to provide the supplier and the date any information or task would be required.

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

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

The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-Rate.

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

Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/service-providers/step01/default.aspx>

Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://apps.fcc.gov/coresWeb/publicHome.do>

Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in

the bidding process and will be considered nonresponsive. More information about FCC Red and Green Light Status may be found at this website:

<http://www.fcc.gov/encyclopedia/debt-collection-improvement-act-Implementation>

NO billing can take place before July 1, 2022.

Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any USAC approved extensions)

The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472) Should the District, at the time of project implementation, decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intention.

Even after award of contract(s), the District may or may not proceed with the project, in whole or in part, even in the event E-rate funding is approved. Execution of the project, in part or in whole, is solely at the discretion of the District.

Within one (1) week of award, the awarded Service Provider will provide the District with a bill of materials suitable for the Form 471 Item 21 Attachment. Approval for any deviation from the Item 21 Attachment must be obtained from District. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.

In the event of questions during the E-rate audit process, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

No change in the products and/or services specified in this document orders will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitution.

The Service Provider may not commence billing until after products and services are delivered.

The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing the USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC

<http://www.usac.org/sl/applicants/step07/invoice-check.aspx>

Lowest Corresponding Price: Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). The Lowest Corresponding Price Rule ("LCP Rule"), 47 CFR § 54.511 (b), prohibits Vendor from ever charging the District more for E-rate eligible goods or services than it charges similarly situated non-residential customers for similar goods or services, unless it can prove that the lowest corresponding price ("LCP") is not "compensatory."

- The District is not obligated to ask for the LCP; it must receive it.
- If, at the time of delivery, the LCP is lower than the agreed-upon price, Vendor must charge the LCP.
- Promotional rates that a Vendor offers for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.
- There is a rebuttable presumption that rates offered within the previous three years are still compensatory.
- Vendor may not avoid the LCP Rule by arguing that none of its non-residential customers are identically situated to the District or that none of its contracts cover goods or services identical to those sought by the District.
- The FCC will permit Vendor to charge the District more than the LCP only when it can prove to the agency that the LCP is not “compensatory” – i.e., that it will face demonstrably and significantly higher costs to provide its goods and/or services to the District than it would to provide similar goods and/or services to similarly situated nonresidential customers. Some factors that could affect the cost of service are volume, mileage from facility, and length of contract.

Further details on LCP may be obtained at USAC's website:

<https://www.usac.org/e-rate/service-providers/>

**NONCOLLUSION DECLARATION TO BE EXECUTED BY AND SUBMITTED WITH PROPOSAL
BERKELEY UNIFIED**

**RFP # 201501-WAN
Multi-Year Contract for
E-rate Eligible
Wide Area Network (WAN) Services**

I, _____, declare that I am the party making the foregoing proposal, that the 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 proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of 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, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Name of Vendor: _____

Printed name of Authorized Company Representative: _____

Signature of Authorized Company Representative _____

Proposal Submitted by:

To be signed by authorized company agent.

Name of Company _____

Address _____

City, State, Zip _____

Signature _____

Print Name _____

Phone Number: _____

Title _____

Email Address: _____

Federal Tax ID # _____

SPIN# _____

PRIME POINT OF CONTACT

Name of Company _____

Address _____

City, State, Zip _____

Signature _____

Print Name _____

Phone Number: _____

Title _____

Email Address: _____

**REQUEST FOR REFERENCES
TO BE EXECUTED AND SUBMITTED WITH BID**

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

Name of Agency 1: _____

Address, City, State, Zip: _____

Contract Period: _____

Scope of Work: _____

Contact name and Title: _____

Email and direct phone number: _____

Name of Agency 2: _____

Address, City, State, Zip: _____

Contract Period: _____

Scope of Work: _____

Contact name and Title: _____

Email and direct phone number: _____

Name of Agency 3: _____

Address, City, State, Zip: _____

Contract Period: _____

Scope of Work: _____

Contact name and Title: _____

Email and direct phone number: _____

REQUESTED SERVICES AND DISTRICT TOPOGRAPHY

BERKELEY UNIFIED SCHOOL DISTRICT (“BUSD”) is soliciting proposals for private (non-shared) Wide Area Network (WAN) services. The district will accept solutions meeting the criteria outlined in this RFP which provide the necessary connectivity between sites including a metropolitan-area Ethernet network, leased lit fiber or leased dark fiber solutions. BUSD currently has a WAN with twenty two (22) school sites and facilities connected through a Comcast Metro-E (metropolitan-area Ethernet) network. This proposal will include one additional site for twenty three (23) total school sites and non-instructional facilities. The requested WAN services will terminate at King Middle School located at 1781 Rose Street, Berkeley, CA 94703 and provide connectivity for all BUSD school sites and facilities as well as the district’s Internet Service Provider, the Alameda County Office of Education. A list of these sites, street addresses and required Committed Information Rates (“CIR”) appear in “**Appendix A**” of this RFP.

This project may be contingent upon approved project funding from the federal E-rate program (Schools and Libraries Division, or “SLD”). BUSD may or may not undertake this project at its sole discretion. In addition, BUSD will require that the awarded service provider ensure that all eligible components of service are filed with the California Public Utilities Commission (CPUC) and are eligible for the California Teleconnect Fund (CTF) discount.

Vendors will bid only eligible products and services as described in the following links;

1. To view the USACs overall eligibility requirements for all Categories of Services please use this link:
<https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/>

WAN REQUIREMENTS

The services requested will include upgrades to our existing WAN CIR's. Service must be capable of delivering a minimum (CIR) of 1,000 Megabits/second ("Mbps") to 5,000 Mbps using Layer 2 Ethernet protocol over fiber to each site as specified in Appendix A. All sites must have the option to upgrade to a minimum of 10,000 Mbps.

- a. The District Data Center located in Martin Luther King Middle School located at 1781 Rose Street, Berkeley, CA 94703 is to serve as the termination point for the network. At present, BUSD sites are connected via service connections which vary from 100 Mbps to 5,000 mbps with a gross aggregate bandwidth of 5,000 Mbps. With this RFP, BUSD intends to maintain or increase current aggregate bandwidth to sites (See "Appendix A" for details). The assignment of schools to particular network segments for bundling is at the discretion of the service provider.
- b. All twenty-three (23) BUSD school sites and facilities shall have a minimum data connection CIR of 1,000 Mbps full-duplex; up to a CIR of 10,000 Mbps full duplex.
- c. BUSD desires the ability to vary bandwidth in the future to meet demand. Proposals may include rates for higher bandwidth connections and should describe the vendor's ability to scale the proposed solution to meet greater bandwidth demands. These bandwidth possible improvements are included in the column labeled Future Capability.
- d. The Contractor/Carrier shall deliver the requested CIR at full bandwidth at each school directly to the District Data Center on a full availability basis, 24/7. This service can be aggregated at the design of the carrier so as not to have 23 individual circuits terminating directly at the District Data Center.
- e. The service handoff at each site will be 1000base-T or 1000base-X Ethernet, as appropriate for the site, delivered to each site's Main Distribution Facility ("MDF"). The handoff must use standards-compliant category 5/6 twisted pair copper cabling or multi-mode fiber as applicable.
- f. The service hand-off at all sites shall terminate on an RJ45 standard Ethernet jack with a 1 Gbps full duplex handoff, or 10 Gbps fiber compatible with LC-style GBIC connectors. The precise site location of the MPOE or DEMARC, or "handoff point" shall be determined by BUSD Network and Engineering staff at the sites listed in **Appendix "A"** of this RFP.
- g. The network will require a minimum aggregated bandwidth of ten thousand (10,000) Megabits per second into the WAN Network to simultaneously support a site's maximum access rates. This can be either multiple GigE connections or multiple 10 Gigabit fiber connections.
- h. The District will need to be able to differentiate between the various campuses in terms of traffic flow. This could be accomplished by multiple point-to-point physical links between the campuses and the District Office or MPLS or some other "partitioning" scheme. The Vendor is directed to describe in detail how this will work in their proposal.

- i. The vendor shall specify that this network is a managed solution and the vendor will provide all necessary hardware and software accordingly. As part of the proposal, the vendor will make known the space requirements for installed equipment at sites and District Office. Network outage resolution should be coordinated with BUSD technical staff.
- j. The vendor must provide easy access to help desk and repair services. A clear, documented procedure must be defined for severe problem escalation with appropriate response times delineated in proposal. The vendor will provide critical alerts to BUSD Technical Contacts via email, and notification of service outages via telephone to BUSD Technical Contacts along with status and estimated time of restoral (ETR). This alert service will be maintained for the duration of the contract.
- k. The circuits shall be capable of carrying multiple protocols such as IP Data, Voice over IP (VoIP) telephony, streaming digital video, teleconferencing, etc. Jitter and latency shall be within industry accepted limits for typical services of these types. The WAN must support the transmission of QoS (“Quality of Service”) tags implemented by BUSD between endpoints.
- l. All equipment including but not limited to switches, cabling, connectors, etc. necessary to provide this connectivity shall be provided by the vendor. All installed equipment shall operate with the electrical capacity provided by a dedicated 20 AMP service per equipment rack. Each endpoint must be capable of operating for a minimum of 30 minutes in the event of local power failure. Specifically, the equipment providing the WAN handoff at each site must be protected by a suitably sized uninterruptable power supply (“UPS”).
- m. Currently BUSD’s MDF’s have either four-post or two-post racks in each location with a minimum of 3U available space for vendor equipment. Vendor is responsible for providing any additional racks or hardware for mounting vendor equipment.
- n. The network must be fully operational by December 31, 2022. The term “fully operational” is defined as error free network connectivity at the specified CIRs, delivered to all sites without failures for at least 72 hours. Vendor must provide certification reports of CIR, jitter, latency, and interface error metrics for each endpoint.

Winning vendor(s) will NOT submit any billing BEFORE July 1, 2022, and not without the prior written acceptance of BUSD.

- o. The Contract must provide for cancellation of services without financial penalties if a school or facility is closed. District may cancel services to a school or facility without penalties after a 30--day notice to vendor.

REQUIREMENTS FOR DARK FIBER PROPOSALS

Proposals including a dark fiber solution must meet the following additional criteria. In cases where this criteria conflicts with previously outlined criteria, the Dark Fiber requirements take precedence.

- a. Applicant must have four (4) strands (2 pair) of single mode fiber between data centers.
- b. All solutions require maintenance as part of the MRC subject to the following terms and the terms:
 - i. Respondent shall maintain the applicable fiber seven days per week, twenty-four hours per day.
 - ii. In the case that maintenance is subcontracted out to a 3rd party, the respondent must hold and manage the subcontract and is ultimately responsible for the SLA.
 - iii. It is assumed that the dark fiber network is part of a more comprehensive fiber infrastructure of the service provider. The respondent will include only the portion of maintenance that is required to support the Applicant fiber segments versus overall network maintenance.
 - iv. Vendor stated commitment is to respond to any outage within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence.
 - v. The respondent should include an overview of maintenance practices including:
 - 1. Routine maintenance and inspection
 - 2. Scheduled maintenance windows and scheduling practices for planned outages
 - 3. Marker and handhole inspection and repair
 - 4. Handling of unscheduled outages and customer problem reports
 - 5. What service level agreement is included and what alternative service levels may be available at additional cost
 - 6. What agreements are in place with applicable utilities and utility contractors for emergency restoration
 - 7. Repair of fiber breaks and mean time to repair
 - 8. Replacement of damaged fiber and fiber that no longer meets specifications
 - 9. Post repair testing
 - 10. Policies for customer notification regarding maintenance
 - 11. Process for changing procedures, including customer notification practices
 - 12. Process for moves, adds, and changes
 - 13. Process for responding to locate request
- c. Category 1 Network Equipment
 - i. Applicant requires network equipment with installation and configuration to place circuits into service at a minimum of 10 Gbps once leased dark fiber is available.
 - ii. Network equipment should be Ruckus 40g single mode optics transceiver, model E40G-QSFP-LR4 or equivalent and must include all necessary licenses and/or software.
 - iii. Any proposals for equivalent equipment must include an explanation outlining how the proposed equipment offers the same functionality as the example make and model.
 - iv. Proposals should include an explanation of whether or not the proposed equipment supports higher bandwidths for future scalability and the ease of upgrading (e.g. a new SFP versus a new line card)
 - v. Each respondent is required to complete the attached pricing sheet with this RFP. If any part of the equipment cost is ineligible for Category 1 funding, this must be identified. Respondents must clarify equipment eligibility with USAC before submitting proposals.
 - vi. Network equipment may be bid as a stand-alone service by anyone, even if they are not bidding on any fiber service.

QUALIFICATIONS

All vendors submitting proposals must demonstrate the ability to participate in the E--rate Program (i.e. must possess a SPIN number). The Vendor must demonstrate to BUSD's satisfaction that both the Vendor and the manufacturer(s) of the proposed systems are financially sound and are likely to remain strongly committed to the data communications field and the Alameda County area for the next ten (10) years. Vendor must submit, with the proposal, a copy of their most recent annual report. If Vendor is not a public corporation or has no annual report available, verifiable financial information of a comparable nature to an annual report must be provided.

CONTRACT TERM

BERKELEY UNIFIED will be seeking a contract length of three (3) years with the option of extending the contract with three (3) – one (1) year term contracts. Contract term for Lit Fiber Services shall be five years with option to extend for one additional five-year term. Please provide pricing beginning with Year 6 (month 61) for cost comparison over a ten-year period. Contract term for Leased Dark Fiber/IRU shall be ten years with option to extend for one additional ten-year term. Funding for this project will be Priority 1 E--rate Funding at the District discount rate (approximately 60%). Any installation costs associated with the service delivery must be amortized over initial term and is to be included within the monthly service cost.

Winning vendor(s) will NOT submit any billing BEFORE July 1, 2022, and not without the prior written acceptance of BUSD.

SUBMITTAL - REQUEST FOR PROPOSAL - TECHNICAL REQUIREMENTS

SUBMITTAL INFORMATION

- 1. Submittal** – Each firm submitting a proposal shall submit a signed original proposal plus **3** copies of said proposal in a sealed envelope prominently marked with the Request for Proposal number, title, the due date, time, and the name of the organization submitting the response. **Responses shall be on 8-1/2" x 11" paper and in USB drive format.**

The **"Cost Proposal"** shall be provided within the response in a separate sealed envelope with the same identifying information and wording **"Cost Proposal"** prominently displayed on the exterior. **Responses shall be on 8-1/2" x 11" paper and in USB drive format.**

- 2. Proposal Deadline** – Proposals shall be submitted to the PURCHASING DEPARTMENT, 2020 Bonar Street Suite #232, Berkeley, CA 94702, prior to **3:01 PM** on **February 7, 2022**. Proposals received later than the aforementioned date and time will be returned to the sender unopened. Facsimile (fax) copies of submittals will **not** be accepted.

3. **Authorized Signatures** – Proposals must be signed by an individual or officer of the firm authorized to legally bind Vendor when submitting the proposal. **Withdrawal** – Responses may be withdrawn by the firm submitting the information at any time prior to the closing date and time for receipt of responses, but may not be withdrawn for a period of one hundred and twenty (120) calendar days after the due date and time for receipt thereof. A proponent may withdraw their offer by submitting a written notification of its withdrawal signed by the proponent or authorized agent. Proponent may, thereafter, submit a new or modified offer prior to the designated submission time. Modification offered in any other manner, oral, or written, will not be considered. Final offers cannot be changed or withdrawn after the date and time designated for receipt.

4. **Information Request(s)** – In order to control information disseminated regarding this Request for Proposal, organizations interested in submitting responses are directed not to make personal contact with members of the governing Board, District Administration, or staff with the exception and permission of the individual listed below. All questions regarding this RFP are to be addressed to the individual listed below. Submit all questions via email only.
Max Eissler, Director of Technology at maxeissler@berkeley.net
Submit your company, contact name and email address to the person list above to be listed for any addenda's as needed.

5. **Right to Accept or Reject** – The Board of Education of the BERKELEY UNIFIED reserves the right to accept or reject any or all proposals in their entirety or any portions(s) thereof and to waive any informality or irregularity in the Request for Proposal. As the District is applying for “E--rate ” funding, the final decision to award or reject may be linked to the approval of the “E--rate ” application and granting of maximum funding commitment allowed by the Universal Service Fund through the “E--rate ” program. Proponents shall be responsible for any and all expenses they may incur in preparing proposals. All proposals submitted to the District shall remain the property thereof.

6. **Forms of Agreement** – The District reserves the right to incorporate standard contractual provisions into any agreement executed in response to this request and to require indemnification from hard and such insurance as may be stipulated by the District. In addition, the District shall require any contract awarded as a result of this RFP to incorporate the General Terms and Conditions.

7. **Availability of Funds** – The District’s obligation herein is contingent upon receipt by BERKELEY UNIFIED of the maximum funding commitment allowed by the Universal Service Fund through the “E--rate ” program. No legal liability on the part of the District for payment of any money shall arise unless and until funds are made available for this procurement through the “E--rate” Program. The District may award a contract for all requirements outlined in the RFP, or any portion thereof, contingent upon the level of funding provided by the Schools and Libraries Division.

8. **Equal Opportunity** – It is the policy of the BERKELEY UNIFIED Board of Education that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in work because of race, color, ancestry, national origin,

sex, or religious creed. Therefore, the proponent(s) agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment & Housing Act. In addition, the successful proponent(s) agrees to require like compliance by all subcontractors employed on the job by him/her.

9. Selection – In accordance with the Public Contract Code of the State of California Section 20118.1, the governing board of any school district may contract with an acceptable party who is one of the three lowest responsible proponents for the procurement or maintenance, or both, of electrical data processing systems and supporting software in any manner the board deems appropriate. The District will determine which proposal, taken as a whole, is in the sole opinion of the District deemed to serve best the current needs and future expansion of the District's requirements. Accordingly, it shall be understood by all proponents that price is not necessarily the sole criterion to be used in the evaluation and selection process, and that if the lowest cost alternative is not of sufficient quality or if there is not sufficient assurance or evidence of sufficient quality to meet stated requirements, the District reserves the right to select another alternative of the same or a different proponents. Proponents' past performance, equipment, and ability to perform and complete the intended contract and to render the maintenance and other support services described in this RFP throughout the life of the contract will be important elements, along with the proposed cost (Submittal II), in providing the basis for evaluation and selection. In all these matters, the decision of the District regarding the final selection of the successful proponents and the proposed solution, service, equipment and in awarding of a contract shall be final.

10. Quality of The Response – The Quality of the response(s) submitted will be evaluated on the following:

- Completeness
- Thoroughness
- Accuracy
- Compliance with Proposal Instructions
- The organization and conciseness of descriptive text material
- Ability to Participate in the "E--rate" program

11. Compliance – Responses that do not comply with instructions and forms may be eliminated from further selection.

Basis of Selection

No commitment will be made to select a proponent's system(s) solely on the basis of cost. Selection will be made on a combination of factors including technical bid submittal, Service, Maintenance & Training. Proponent experience and references, Implementation Plan, Price and other customer satisfaction, customer references, and conformance to the specifications contained in this Request for Proposal.

The process that will be used by the district in selecting the firm to perform services outlined in the Request for Proposal will be as follows:

1. **Screening & Selection** – The screening and selection will be performed by District Staff. All proposals submitted by firms will be reviewed. The committee will then formulate a recommendation to the Board of Education. The criterion to be used by the committee in the evaluation process is as follows:

Responses will be evaluated according to the following weighting

Item #	Factor	Total Points Available
1	Cost of eligible products and/or services	30
2	Cost of ineligible products and/or services	10
3	Design and Technical Bid Submittal	15
4	Implementation Cost	20
5	Vendor References	5
6	Experience with district	5
7	Ability to deliver service at start of funding year	5
8	Ability to deliver service throughout district geographic region	5
9	Financial stability	5
	Total Points	100

2. **General** – Failure to obtain the RFP following prescribed procedures or obtaining the RFP with insufficient time to adequately respond will not be accepted as a mitigating circumstance and will not result in the granting of special considerations or waivers of any kind. Failure to execute all enclosed forms as required may result in disqualification. The proposal submitted must describe a system where elements are currently available.

3. **Addenda** – In the event revisions to this document become necessary, addendum will be provided to all proponents receiving the RFP from the issuing office, following established procedures.
4. **News Release** – News released pertaining to the award resulting from this RFP shall not be made without prior written approval of the Purchasing Agent.
5. **Disposition of Response** – All materials submitted in response to this request will become the property of the District and will be returned only at the District's option and at the proponent's expense. The master copy shall be retained for official files and will become a public record. However, confidential financial information submitted in support of the requirement to show proponent's responsibility and proprietary information will not be made public and will be returned upon request. Confidential and proprietary information must be identified as such.
6. **Billing** - The successful proponent must be able to fully participate in the E--rate program billing requirements and expect to receive reimbursement from the School and Libraries Division (E--rate) for the District's E--rate funding commitment. Awarded vendor will be required to utilize FCC Form 474 (Service Provider Invoice Process). BUSD will not participate in the FCC Form 472 (Billed Entity Applicant Reimbursement) process.
7. **Pricing Commitment** - All pricing submitted shall be firm for a period of 120 calendar days from the proposal due date.

Vendor Background: Please respond to each of the Items listed below:

- How large is your current client base?
- Would we have an account team assigned to the District?
- Describe the members of the team and each person's responsibilities.
- How many customers does this account team handle?
- Would the account team be local?
- Provide an escalation list for the account team, with names, telephone numbers, and email addresses.
- For routine orders and changes, whom do we contact?
- Do you have your own service staff? If so, how many local technicians do you have?
- What is the location of the service staff?
- What hours are the technicians available?

Appendix A: List of Berkeley Unified School District Sites

Site Name	Street Address	Required CIR	Requested Growth Option Pricing
Oxford Elementary / District Office	2020 Bonar Street Berkeley, CA 94702	2,000 Mbps	5,000 Mbps, 10,000 Mbps
Data Center (King Middle School)	1781 Rose Street Berkeley, CA 94703	10,000 Mbps for aggregate link	20,000 Mbps, 40,000 Mbps
Berkeley High School	1980 Allston Way Berkeley, CA 94704	5,000 Mbps	10,000 Mbps
Berkeley Arts Magnet Elementary School	2015 Virginia Street Berkeley, CA 94704	1,000 Mbps	2,000 Mbps, 5,000 Mbps, 10,000 Mbps
Berkeley Technology Academy	2701 Martin Luther King Jr. Way Berkeley, CA 94704	1,000 Mbps	2,000 Mbps, 5,000 Mbps, 10,000 Mbps
Cragmont Elementary School	830 Regal Road Berkeley, CA 94708	1,000 Mbps	2,000 Mbps, 5,000 Mbps, 10,000 Mbps
Emerson Elementary School	2800 Forest Avenue Berkeley, CA 94705	1,000 Mbps	2,000 Mbps, 5,000 Mbps, 10,000 Mbps
Ruth Acty Elementary School	1400 Ada Street Berkeley, CA 94702	1,000 Mbps	2,000 Mbps, 5,000 Mbps, 10,000 Mbps
John Muir Elementary School	2955 Claremont Avenue Berkeley, CA 94705	1,000 Mbps	2,000 Mbps, 5,000 Mbps, 10,000 Mbps
Sylvia Mendez Elementary School	2241 Russell Street Berkeley, CA 94705	1,000 Mbps	2,000 Mbps, 5,000 Mbps, 10,000 Mbps
Longfellow Magnet Middle School	1500 Derby Street Berkeley, CA 94704	1,000 Mbps	2,000 Mbps, 5,000 Mbps, 10,000 Mbps
Malcolm X Elementary School	1731 Prince Street Berkeley, CA 94703	1,000 Mbps	2,000 Mbps, 5,000 Mbps, 10,000 Mbps
Rosa Parks Elementary School	920 Allston Way Berkeley CA 94710	1,000 Mbps	2,000 Mbps, 5,000 Mbps, 10,000 Mbps
Thousand Oaks Elementary School	840 Colusa Avenue Berkeley, CA 94707	1,000 Mbps	2,000 Mbps, 5,000 Mbps, 10,000 Mbps
Washington Elementary School	2300 Martin Luther King Jr. Way Berkeley, CA 94704	1,000 Mbps	2,000 Mbps, 5,000 Mbps, 10,000 Mbps
Willard Middle School	2425 Stuart Street Berkeley, CA 94705	1,000 Mbps	2,000 Mbps, 5,000 Mbps, 10,000 Mbps
Franklin Preschool	1460 Eighth Street Berkeley, CA 94710	1,000 Mbps	2,000 Mbps, 5,000 Mbps, 10,000 Mbps
Hopkins Early Childhood	1810 Hopkins Street Berkeley, CA 94702	1,000 Mbps	2,000 Mbps, 5,000 Mbps, 10,000 Mbps
King Child Development Center	1939 Ward Street Berkeley, CA 94703	1,000 Mbps	2,000 Mbps, 5,000 Mbps, 10,000 Mbps
Berkeley Adult School	1701 San Pablo Avenue Berkeley, CA 94702	1,000 Mbps	2,000 Mbps, 5,000 Mbps, 10,000 Mbps
Facilities and Child Nutrition	1005 Parker Street Berkeley, CA 94710	1,000 Mbps	2,000 Mbps, 5,000 Mbps, 10,000 Mbps
Transportation Facility	1314 7 th Street Berkeley, CA 94710	1,000 Mbps	2,000 Mbps, 5,000 Mbps, 10,000 Mbps
Maintenance Facility *	720 Harbour Way South Richmond, CA 94804 *	1,000 Mbps *	2,000 Mbps, 5,000 Mbps, 10,000 Mbps

Alameda County Office of Education **	313 Winton Ave Hayward, CA 94544	5,000 Mbps	10,000 Mbps
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* The Maintenance Facility is a proposed new location and the address is not yet finalized. This address may be removed from the final contract award.

** The connection to the Alameda County Office of Education may utilize an aggregate link at the Hayward location.