

Berkeley Unified School District

2020 Bonar Street Berkeley, CA 94702

Main line: 510-644-6150



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RFP- 24-002
Ethernet and Fiber Cabling Infrastructure
Berkeley High School
E-rate YR 2024

PROPOSAL DUE DATE

RFPs must be submitted by
[February 23, 2024, 11:59AM]

SUBMIT RESPONSE TO

Berkeley Unified School District
Attn: Max Eissler, Technology Director
2020 Bonar St #220, Berkeley, CA 94702
Main line: 510-644-6150

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Notice to Responders

NOTICE IS HEREBY GIVEN that Berkeley Unified School District, acting by and through its Board of Education, hereinafter referred to as “the District” will receive up to, but no later than February 23, 2024 at 11:59 AM sealed RFPs from qualified Responders for the award of contracts for the following:

RFP 24-002
Copper Cabling and Fiber Optic Infrastructure E-rate

Walk through

There will be an OPTIONAL walk-through of the three school sites on **February 5, 2024**. The walk-through will start promptly at **8:00 a.m.** Please meet at the **Berkeley High School Main Office, 1980 Allston Way, Berkeley, CA 94704**

Questions

All questions regarding this RFP are due on or before Feb 12, 2024 at 5:00 p.m. via email to: erate2024@berkeley.net with the subject line of “ RFP 24-002 questions”. Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be posted on our website February 15, 2024 at or before 5:00 p.m. It is the responsibility of the prospective Responder to check the website <https://www.berkeleyschools.net/departments/purchasing/rfp/> for updates or addenda.

Due Date

RFPs are due at the District purchasing office for time and date stamping at or before February 23, 2024 by 11:59 AM. One original proposal, two copies, and one digital copy (searchable PDF format: flash drive preferred) of the RFP must be submitted in a sealed envelope, clearly marked RFP 24-002 to:

Berkeley Unified School District
Attn: Max Eissler, Technology Director
2020 Bonar St #220, Berkeley, CA 94702

Please allow at least 2 days for delivery of USPS Priority and Express Mail. All RFPs must be received, and time/date stamped in the District office by the above due date and time. Sole responsibility rests with the Responder to see that their RFPs are received on time at the stated location. Any RFPs received after the due date and time will be returned unopened to the Responder. No exceptions will be allowed. Faxed or emailed RFPs will not be accepted.

All Responders must conform and be responsive to this RFP, and all other documents comprising the submittal must be enclosed.

The RFP will be posted to the District website under <https://www.berkeleyschools.net/departments/purchasing/rfp/> Any additions or corrections will be addressed in the form of addenda posted to the same location on the website.

The District reserves the right to reject any and all RFPs for if they do not meet the Districts technical, compliance, or budgetary parameters. The District may waive informalities or irregularities in RFPs received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other respondents. The issuance of this RFP and receipt of responses does not commit the District to award a contract. The District expressly reserves the right to postpone response opening for its own convenience, to accept or reject any or all responses (in whole or portions) received to this RFP, to negotiate with more than one Responder concurrently, or to cancel all or part of this RFP. Decisions to award contract(s) as a result of this RFP are final and without appeal.

Berkeley Unified School District reserves the right, in its sole discretion, to determine the criteria and process whereby RFPs are evaluated and awarded. The District reserves the right to award by line item.

The following documentation is required in the RFP Submittal:

1. Address all items in the RFP Scope of Work
2. Address all items in the RFP Proposal Format
3. Signed copies of addendums if applicable
4. Cost Proposal
5. Completed and signed Submittal pages

Selection

Upon receipt of proposals, the District's staff will review each Responder's response to the RFP.

Evaluation Panel

Our evaluation team will include a group of experts with knowledge of the scope and services requested.

Evaluation Criteria

The Berkeley Unified School District reserves the right to select the firm that best meets the needs of the District, based on the criteria set forth herein. The District reserves the right to waive minor irregularities in the RFP and in the proposals submitted in response to the RFP.

Each response will be reviewed prior to the selection process for

completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Responders may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

Proposals will be evaluated on the following criteria:

- Responder cost, including unit prices, labor rates, travel/trip charges, etc.
- Quote preparation, thoroughness, and responsiveness to the RFP requirements.
- Length of installation/workmanship warranty period provided.
- Client references and/or citations from prior installations where equal services have been provided for projects of similar size and complexities.
- Extent of experience with the district.

The successful responder will be chosen based upon the collective scores fulfilled in the categories above with responder cost being the most highly weighted factor. The district reserves the right to reject any or all bids not meeting RFP parameters.

Purpose

The Berkeley Unified School District is soliciting quotes for ethernet and fiber optic cabling infrastructure installation and termination at Berkeley High School. The project consists of installation of new CAT6A ethernet drops in each classroom and home run fiber cabling from the IDFs to MDF. Scope includes cabling, fiber trays, termination equipment/connectors, patch cables, and SFP fiber optic modules for a complete project.

The District is requiring that the entire project be completed by August 9, 2024. Work will NOT be permitted when school is in session, and any work outside of this schedule will need to be completed after school hours at no additional cost to the district. Additionally, some summer programs will be conducted on the campus during the permitted dates, and the selected vendor must coordinate any network outages or access to rooms being used for summer programs with the technology department prior to commencement of the work. Permitted dates for Site access and installation are as follows:

June 5 to July 31, 2024

The District reserves the right to retain all of the RFPs and to use any ideas in an RFP regardless of whether the proposal is selected. Submission of a

proposal indicates acceptance by the Responder of the conditions contained in this RFP, unless clearly stated and specifically noted in the proposal submitted and in the contract between the District and the Responder selected.

Proposals may not be withdrawn after the date set for the submission of proposals. The successful proposer(s) shall not be relieved of the proposal submitted without the District's consent or proposer's recourse to Public Contract Code Sections 5100, et seq.

Compliance with Laws

The successful firm(s) shall comply with all applicable federal, state, and local statutes, rules, regulations and codes.

RFP Schedule

January 24, 2024	RFP Released - Posted
February 5, 2024	Optional Walk-through 8:00 AM Berkeley High School
February 12, 2024	Question Deadline, 5:00 PM
February 15, 2024	Questions Responses Posted, 12:00 PM
February 23, 2024	RFP Closing - RFP Due by 11:59 AM
RFP/Bid Selection	Before 471 filing date March 27, 2024 at 11:59:59 EDT
Purchase Orders	Contingent on E-RATE Award and District approval

There will be an Optional walk-through of the Berkeley High School site on February 5, 2024. The walk-through will start promptly at 8:00 a.m. Please meet at the Berkeley High School front office, 1980 Allston Way, Berkeley, CA 94704.

About the District

Berkeley Unified is responsible for educating more than 9,400 individual students in 11 public elementary schools, 3 middle schools, one comprehensive high school, and an alternative high school. In addition, the

district has 3 preschool facilities and an Adult School serving several thousand students each year. More information about the District can be found on the District's website at [<https://www.berkeleyschools.net>].

Scope of Work

The District is soliciting quotes for new ethernet cabling, fiber optic cabling infrastructure, at Berkeley High School.

The project consists of:

- Pulling, installing, terminating and labeling CAT6A cable.
- Pulling, installing, labeling, and terminating single-mode-OS2 LC new fiber optic cabling between MDF and IDFs and terminating in patch panels with LC connectors.
- Supplying all cabling, patch panels, fiber trays, termination equipment and connectors needed for a complete project.
- Testing, verifying, and providing a report of all newly installed cabling.

Site Accessibility and Work Hours

Permitted dates for installation are **June 5 to July 31**. Summer educational programs will be conducted on campus from **June 17 to July 12**, and access to many classrooms and corridors will be limited to the hours of 4:00 pm to 11:59 pm on those days. Vendor proposals must include any additional costs for this altered schedule in their proposals.

Vendor must coordinate all network service outages with the technology department prior to commencement. The District is willing to work with the contractor on minor schedule modifications should certain weekend and early start or after hour dates be needed to meet project timelines. Proposed project schedule should reflect this.

Ethernet Cabling Requirements

Provide and install CAT6A cabling, patch panels, jacks, faceplates, and needed items. Perform pulls, create pathways if existing pathways are insufficient, add wall ports and faceplates, and complete terminations to each of the room locations listed in the Ethernet spreadsheet below. All network drops shall consist of Category-6A cable, jacks, and patch panels.

- All existing ethernet cabling in designated rooms is to be kept without

modification.

- New cabling is to be installed in rooms and locations indicated in Appendix B.
- Contractor will coordinate work with District Technology Director or designee for mutually agreed upon windows in order to minimize the interruption of the summer school program and other programs at the site.
- Contractor must not disrupt network services in non-designated areas nor allow disruptions to continue past project outage timelines agreed to by the district's technology department.
- Existing pathway will be replaced if project progress is impeded due to the degraded state or insufficient capacity of the existing pathway.
- The pin-out for all drops is to be 568A.
- Cable distance shall not exceed 90 meters (300 ft.)
- A 10 ft. service loop will be provided within 10 ft. of each termination.
- A minimum bend radius of 1-inch shall be respected for all cabling.
- A maximum bundle size of 24 cables shall be respected.
- Cable bundles shall use Velcro fastening where appropriate; nylon cable ties are prohibited.
- Each WAP dedicated drop will make use of a white keystone termination and appropriate Faceplate
- Each WAP CAT6A dedicated network riser cable shall be white in color.
- Patch panels shall be CAT6A rated and make use of 110 termination.
- Pathways will be serviceable and consist of conduit and appropriate grommet and firestop (if applicable) for any wall or floor penetration; cable tray or EMT conduit for any exposed cabling pathway; and appropriate J-hooks above drop ceiling.
- In pathways where an existing pull string is used, pull and leave a replacement pull-string. Each end of the string should be left securely tied off.
- Reuse all existing racks/cabinets and associated switches, receivers and components unless otherwise discovered at job walk and/or posted in RFP, addendums or posted in question responses.
- Remove all old copper cabling, raceway, jacks, faceplates, plastic, and other trash from the Berkeley High School site when the project is completed and properly dispose of waste and e-waste materials.
- All terminated copper strands shall be tested to Category-6A certification and written results provided to the District Representative.
- Any ethernet cables not meeting manufacturer specifications shall be repaired or replaced by the Contractor at no further cost to the District.

Fiber-Optic Cabling Requirements

Provide OS2 Single-mode cabling from MDF to IDF cabinets at all locations listed in Appendix C. Two locations require 12 strands, and all others require 6 strands.

- Pull new fiber through existing pathways.
- Provide quantity 44 Ruckus 10G-SFP-LR-S 10GBASE-LR SFP+ 1310nm 10km Duplex LC Optical Transceiver Module or equivalent
- Provide quantity 6 Ruckus E1MG-LX-A 1000BASE-LX SFP 1310nm 10km Duplex LC SMF Transceiver Module or equivalent
- Provide quantity 50 Single Mode OS2 LC/LC patch cables sufficient in length to patch network switch and patch panel.
- District consent is required prior to removal any existing fiber lines.
- Terminate all strands at both ends via fusion splicing.
- Install new LC type connectors in new fiber trays.
- Existing pathway will be replaced if project progress is impeded due to the degraded state or insufficient capacity of the existing pathway.
- Reuse all existing racks/cabinets and associated switches, receivers and components unless otherwise discovered at job walk and/or posted in RFP, addendums or question responses.
- Trenching - if necessary, excavation and trenching operations shall be repaired to original or better.
- Contractor will coordinate work with the District Technology director or designee for mutually agreed upon windows in order to minimize the interruption of the summer school program and other programs at the site.
- Contractor must not disrupt network services in non-designated areas nor allow disruptions to continue past project outage timelines.
- Pull and leave a pull-string or pull-rope in each conduit section. Each end of the string should be left securely tied off .
- Testing of all newly installed cable strands shall be performed prior to system cutover.
- All fiber testing shall be performed on all fiber strands in the completed end to end system. There shall be no splices. Testing shall consist of a bi-directional end to end power meter test.
- The horizontal link must be guaranteed to meet 10GBASE-LR performance requirements.
- The contractor shall test all light-guide cable prior to the installation of the cable.
- The contractor shall assume all liability for the replacement of the cable should it be found defective during the warranty period.
- The standard eight basic fiber-optic cable tests shall be performed in

addition to any others the contractor generally provides:

- Distance Test
- Fiber-loss Test
- Event Loss Test
- Link Loss Test
- Return Loss Test
- Link-Return Loss Test
- End to End Loss Test
- OTDR graph
- All Single Mode OS2 stands shall adhere to signal-loss standards set in ANSI/TIA-568.3-D.
- All installed fiber strands shall be tested and results provided to the District prior to project completion or signing off on completion of work.
- Any installed fiber-optic cabling not meeting manufacturer specifications shall be repaired or replaced by the Contractor at no additional cost to the District.
- Before project completion, provide documentation to the District concerning fiber pathways used for each run, along with GPS coordinates of external pull boxes.

As-built drawings are not available for the intra-campus fiber optic backbone/conduits, therefore respondents are strongly encouraged to attend the scheduled walk-through to see specific cabling areas, verify pathways, and perform accurate measurements.

Existing pathway: Existing pathway is to be reused. The district does not believe any trenching will be required to complete the work. Installation of interduct where not used or missing is not required.

Existing cabling: Existing fiber optic cabling is to be left in place where pathways allow for new and existing cabling. The District shall be informed and approve the removal of any existing fiber-optic cabling prior to its removal.

Vendor must coordinate all outages and work in rooms being used for summer programs with the technology department prior to commencement. The District is willing to work with the contractor on minor schedule modifications should certain weekend and early start or after hour dates be needed to meet project timelines. Proposed project schedule should reflect this.

Service Loops: Industry recommended or reasonable length service loops at

both ends of the run are expected. Actual service loop lengths may vary based on the type of location and available space. **MDF's and IDF's must be a minimum of 20 feet**, underground pull boxes will vary based on the size of the box.

Optics: The district utilizes Ruckus ICX 7150 Series switches with 10g uplink ports. The optics used shall be Ruckus Duplex Mode duplex LC SFPs. The district will accept compatible equivalents. Vendors proposing equivalent product lines must include in their proposal manufacturer proof such as manufacturer's specifications or other similar documentation that the equipment is equivalent in quality, functionality, and compatibility.

Patch Cords: OS2 single mode patch cords for requested optics should be included in the RFP and shall be in length needed to patch from existing switch to newly installed patch panel.

Completion Date: The District is requiring that the entire project be completed by **Aug 9, 2024**. There will be no extensions.

Requirements for Cabling Infrastructures

This section defines specifications for Cabling Infrastructures for the Berkeley Unified School District. A list of school sites is attached.

1. All plans proposed must include detailed billing.
2. Prices to remain firm through USAC approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the Berkeley Unified School District and documented with new price sheet sent to the District Office.
3. All equipment/services costs must be new and included and identified separately.
5. Bidding Contractor/Vendor must be a certified reseller/contractor of parts and equipment.
6. Bidding Contractor/Vendor must maintain an office within 75 miles of the District office.
7. Bidding Contractor/Vendor must provide a 10-year **minimum workmanship** warranty for this installation from the date of substantial completion. See Evaluation Criteria.
8. Bidding Contractor/Vendor must provide a soft copy and searchable PDF of all test results to the District within 2 weeks of substantial completion. All test results must show a "passes status" record.
9. Bidding Contractor/Vendor may attach additional pertinent information they deem important to the selection,

- implementation, and overall success of the project.
10. Vendor must certify that their equipment is neither manufactured by, nor contains any components from, either Huawei or ZTE.

Responder Service Provider Information

1. Length of time business has provided this type of service.
2. Responder Service Level Agreement (SLA) for your proposal.
3. Indicate any options available.
4. Please show applicable discounts separately, if applicable.
5. An implementation timeline proposal.
6. Indicate how charges will be incurred as services are implemented.
7. Responders must fill out the included Reference form and list clients who utilized vendor's services within the past 3 years. References from a School, Library, or a County Office of Education in California are preferred.

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with proposal and/or bid response ("Proposal") in response to this Solicitation ("RFP/RFB/RFQ").

The Telecommunications Act of 1996 established a fund by which Schools and Libraries ("Applicant" or "Applicants") 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 Universal Service Administrative Company ("USAC"), which was established by the Act. The amount of discount is based on the numbers of students eligible to receive free and reduced-price meals.

1) E-RATE CONTINGENCY

The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of Agreement(s) and/or E-rate funding approval is approved, the

Applicant may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the Applicant.

2) SERVICE PROVIDER REQUIREMENTS

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

- a. Service Providers are required to be in full compliance with all current rules and requirements and future rules and requirements issued by the FCC and USAC throughout the agreement period of any Agreement entered into as a result of this RFP/RFB/RFQ.
- b. Service Providers are responsible for providing a valid Service Provider Identification Number (“SPIN”). More information about obtaining a SPIN may be found at this website:
<https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission Registration Number (“FRN”) at the time the Proposal is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential Service Provider found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for termination of the Agreement as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html
- e. Products and services must be delivered before billing and E-rate discounting can commence. At no time may the Service Provider invoice before July 1, 2024.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any Agreement and USAC-approved extensions).

g. Goods and services provided shall be clearly designated as “E-rate Eligible.” Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per USAC guidelines.

h. For Category 2 equipment or services, within one (1) week of notification of award, the awarded Service Provider must provide the Applicant a bill of materials using a completed and most current and appropriate version of USACs “Bulk Upload Template” (formerly known as the Item 21 attachment) located at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>. Subsequent schedules of values and invoices must match the Bulk Upload Template and approved Funding Request Line Items or subsequent approved service substitutions. If the service provider’s proposal consisted of pricing per eligible location, a summary sheet and summary Bulk Upload Template must be provided to describe the cumulative amount for all sites.

i. In the event of questions during an E-rate pre-commitment review, post-commitment review, and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

j. The awarded Service Provider is required to send copies of all forms and invoices to the Applicant prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the Applicant placing the vendor on an “Invoice Check” with the USAC: <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>.

k. Service providers must comply with the FCC rules for Lowest Corresponding Price (“LCP”). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.

l. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See <https://www.usac.org/about/reports-orders/supply-chain/>. Any proposed solution including Covered Equipment or Services as defined by the FCC will be disqualified. If, after award of the project it is found Covered Equipment or

Services are included, the award and/or Agreement will be considered to be null and void. See <https://www.fcc.gov/supplychain> for further information on FCC requirements.

m. SPAM and/or robotic responses will not be considered valid Proposals and will be disqualified from consideration.

n. Any Service Provider proposals identifying contingency fees such as allocations for change orders, tariffs, or other speculative fees not specifically called out for in the scope and/or terms of the RFP/RFB/RFQ will automatically be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP/RFB/RFQ. Contingency fees not pre-approved by the Applicant will not be allowed.

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in its proposal will be allowed without prior written approval from the Applicant and a USAC service substitution approval with the exception of a Global Service Substitutions. See <https://www.usac.org/e-rate/applicant-process/before-youre-done/service-substitutions/>.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its Proposal shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Service Providers found not to be providing Lowest Corresponding Price (LCP) may be required to repay any identified overcharges to USAC. The Service Provider acknowledges that LCP is solely the service provider's responsibility and it will not hold the Applicant liable, or seek reimbursement from any applicant, for any appeals, commitment adjustments or funding recoveries.

d. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain

requirements and certifications can be viewed at USAC's Website:
<https://www.usac.org/about/reports-orders/supply-chain/>.

e. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The Service Provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) **STARTING SERVICES/ADVANCE INSTALLATION**

Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the Agreement's "effective date," E-rate eligible goods and/or services requested in this RFP/RFB/RFQ shall be delivered no earlier than the start of the 2024 funding year (July 1, 2024). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

Early Funding Conditions

Category 1

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

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

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority/ Category 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

Category 2

There are two conditions that allow USAC to provide support in a funding year for Category 2 Internal Connections (equipment and services) incurred prior to that funding year.

- *Applicants may seek support for Category 2 eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#) , released July 23, 2014).

It is important to note NO FCC FORM 474 INVOICING can take place before the Funding Commitment Decision Letter is issued, the FCC Form 486 is approved, and/or prior to July 1 of the funding year.

5) **INVOICING**

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the FCC Form 474 Service Provider Invoice (SPI). The Applicant will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (FCC Form 472). The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Funding Request Number (“FRN”) and associated FRN Line Items and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from USAC and submission, certification and USAC approval of FCC Form 486, the Applicant shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the Applicant decide that it is in the best interest of the Applicant to file an FCC Form 472, the Applicant will inform the Service Provider of its intent.
- b. The Service Provider agrees that it will not invoice USAC for equipment or services that have not been delivered to and accepted by the Applicant and installed. If equipment is being drop-shipped to the Applicant and the Applicant is responsible for installing the equipment, the Service Provider may not invoice USAC until equipment is received and accepted by the Applicant.
- c. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the Applicant will only be responsible for paying its non-discounted share.

6) **FCC/USAC AUDITS**

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. The Service Provider hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP/RFB/RFQ for ten (10) years after final payment. The Applicant, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Service Provider and

therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES AND AGREEMENT TERM

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

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

Signature: _____ Title: _____

Phone Number: _____ Email: _____

Service Provider Name: _____

Service Provider FCC Registration Number: _____

Service Provider Identification Number: _____

Proposal Format

Each proposal shall be submitted on forms supplied by District unless otherwise indicated. Each proposal shall conform and be responsive to District specification. Responder shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form.

All submitted proposals must provide at a minimum, all requested information in the proposal document. Any portion not included will be cause for elimination from the quote process. The information must be organized as indicated in the proposal requirements. The District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the RFP.

All information submitted is to be considered public knowledge and will be subject to The Public Records Act or any other applicable laws.

Proposals shall include the following as a minimum:

1. Responder Service Provider Information
2. Letter of Agreement
3. Cost Proposals
4. Addendums (if issued)
5. Completed and signed Submittal pages

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Responders may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

Contract

The contract awarded as a result of this solicitation shall be a fixed price contract for which the offered price will include all labor, material, equipment, services, software, hardware, travel, shipping, and price administrative cost, associated with providing the products and services listed herein and offered by proposer.

Contract Type

Depending on the dollar amount if the award(s), the contract(s) resulting from this RFP may be required to be approved by the District's Governing Board. No minimum amount of work is guaranteed.

Contract Format

It is mutually agreed by and between District and Responder that the District's acceptance of Responder's proposal, upon approval by the Governing Board, shall create a contract between the parties thereto. District and Responder with whom District chooses to contract if any, shall execute a Contract Signature page based on the RFP, the response and the attached Letter of Agreement. The

Contract will, by default, incorporate all requirements, terms and conditions contained in the RFP. In the event of any conflict between this RFP and the Contract Signature Page, the terms of the RFP will take precedence, unless otherwise specifically stated in a written amendment. District will not enter into any separate Contract of Agreement with Responder except as specifically stated herein.

Terms and Conditions

Compliance with Laws

This contract shall be in accordance with the laws in the State of California. All RFPs shall comply with the current federal, state, local and other laws relative thereto.

Insurance Requirements & Indemnity

Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set

aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

Fingerprinting Requirement

Education Code section 45125.1 applies to this Agreement. Responder will certify that, pursuant to Education Code Section 45125.1, Responder will have conducted the required criminal background check of all its employees who may have contact with District pupils or unsupervised access to any District campus and shall certify that none of those employees have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). Upon verification from the DOJ that those persons fingerprinted have no record of a serious or violent felony, the Responder will so certify by signing and submitting to the Governing Board of District the certification form attached.

Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by the DOJ as certified by the Responder shall constitute grounds for termination of this Agreement.

Health and Safety (Tuberculosis Testing)

To the extent required under applicable law (see code 49406 below), rule or regulation applicable to the provision of Services CONTRACTOR shall require each personnel who may come in contact with student(s) to provide verification of having been tested for tuberculosis (TB) and cleared to work with students, as evidenced by a state licensed medical doctor's signature. As a service to the District, CONTRACTOR will maintain a copy of said verifications.

California EDUCATION CODE 49406.

(a) (1) (A) Except as provided in subdivision (j), a person shall not be initially employed by a school district, or employed under contract, in a certificated or classified position unless the person has submitted to a tuberculosis risk assessment within the past 60 days, and, if tuberculosis risk factors are identified, has been examined to determine that the person is free of infectious tuberculosis by a physician and surgeon licensed under Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code, a physician assistant practicing in compliance with Chapter 7.7 (commencing with Section 3500) of Division 2 of the Business and Professions Code, or a nurse

practitioner practicing in compliance with Chapter 6 (commencing with Section 2700) of Division 2 of the Business and Professions Code. If no risk factors are identified, an examination is not required. A person who is subject to the requirements of this subdivision may submit to an examination that complies with subparagraph (B) instead of submitting to a tuberculosis risk assessment.

Attorney Fees

In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

Governing Law and Venue

In the event of litigation, the RFP documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Sacramento County.

RFP Acceptance or Rejection

This RFP does not commit the District to award a contract, to pay any cost incurred in the preparation of this RFP or to procure contract for services or supplies. The District reserves the right to accept or reject any or all RFPs received in response to this request, to negotiate terms that will be in the best interest of the District, or cancel in whole or in part this RFP. All submitted RFPs and information included therein shall become public records upon delivery to the District. All firms submitting a RFP should note that the execution of any contract would be contingent upon governing Board Approval.

Term/Extension

Pursuant to Education Code, Sections 17596 and 81644, it is the intent of the District to award a single term contract for the specified service. If this is a multi-term contract and assuming funds are appropriated to support continuation of services for succeeding fiscal periods, the original contract may be renewed annually for a total time of contract not to exceed five (5) consecutive fiscal years.

Board Contact

No business entity, including any agent of such entity, shall directly or indirectly contact any Board member immediately before or during the RFP process of any project on which the business entity intends to or has submitted a RFP. Any Responder violating this policy shall be deemed disqualified from the RFP process. Should such contact come to light after the RFP is awarded and the entity was deemed the successful Responder, the Board reserves the right to

cancel any contract awarded, in which case, the Responder shall be liable for any damage incurred by the District. The Board shall exercise its best judgment for the benefit of the District in making a decision whether to proceed or not, depending on all of the facts and circumstances.

Termination of Contracts/Purchase Orders

The District reserves the right to terminate all purchase orders or contracts with due cause by giving a ten (10) calendar day written notice or may terminate without cause by giving a thirty (30) calendar day written notice. Due cause for termination of contract shall include , but not be limited to, failure to provide services required within a reasonable time period, and/or for reasons of unsatisfactory service. Purchase orders or contracts which extend into a subsequent fiscal year will automatically terminate if the District does not appropriate funds for the goods and/or services under the purchase order or contract.

Patents, Etc.

The Responder shall hold the District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this RFP.

Failure to Fulfill Contract

When any Responder shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said Responder, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Responder, as above stated, shall be a liability against such Responder and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful Responder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Responder provided satisfactory proof is furnished to the Board or Education, if requested.

Contract Exclusive

The provisions of the contract shall in no way prohibit the District from

making purchases from another supplier for the same services as herein listed.

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.

Proprietary Information

There can be no portions of the submitted quote to be treated as proprietary and confidential information even if they are marked as such. Due to the California Public Records Act all information submitted is to be considered open for public review.

Conflict of Interest

The successful Responder shall affirm that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interest of the Responder and services under this Agreement. The successful Responder agrees to advise Owner of any actual or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part, 85, Sections 85, 105 and 85.110—

The applicant certifies that it and its principles:

Are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any Federal department or agency; Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the

offenses enumerated in paragraph (1)(b) of the certification; and
Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this.

BID PROTEST. A Responder may file a protest against the award of the Contract to any other Responder by following the District bid protest procedures. The protest must be in writing, filed within three (3) business days after RFP award notification, and must set forth all grounds for the protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Further, the failure to comply with these protest requirements will constitute a waiver of the right to challenge and forever bar the Responder from challenging, whether before the District or any administrative or judicial tribunal, any particular RFP(s), the RFP process or any ground not set forth in the protest. The District will provide a written response within 30 working days to any timely RFP protest.

E-Rate Participation

The District participates in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full E-Rate funding by the SLD. The District reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.

E-Rate SPIN

Each vendor providing services to the District as part of the E-Rate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Division can be reached online at: <http://www.usac.org/sl>.

Brands

When a particular brand or brand and model number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its model number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and model number of the item to be furnished, it is understood the bidder will

furnish the item named by the District as the standard of quality and utility.

Samples

Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.

Delivery

All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.

Public Works Contractor Registration Certification

If the bids for this Project are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

State Public Health Order August 11, 2021

As required by District and State Public Health Order of August 11, 2021, all individuals serving in school settings must verify vaccine status. Individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, are required to undergo diagnostic screening testing at least once weekly. Contractor agrees that any employee it provides to District shall be subject to the vaccination requirements set forth by the California Department of Public Health. Upon Contractor's receipt of vaccination documents, District will be notified. For individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, Contractor agrees such individuals must undergo diagnostic screening testing at least once weekly and Contractor shall provide evidence of same to District on a weekly basis or as otherwise agreed upon by District and the Contractor. District shall provide contractor's employees opportunities to undergo diagnostic screening testing at least once weekly through its facilities.

Appendix A

Location Scope of Work

Berkeley Unified School District				
Location	Address	City	ST	ZIP
Berkeley High School (all buildings)	1980 Allston Way	Berkeley	CA	94702

Appendix B

Ethernet Runs - Pulled and terminated

Room Type	Room	Cat 6A WAP drops	Closest IDF	Wap Drop Location
Classroom	C102	2	BHS-IDF03-C1	Middle of E-W crossbeam
Classroom	C105	2	BHS-IDF03-C1	Middle of N-S crossbeam
Classroom	C106	2	BHS-IDF03-C1	Middle of N-S crossbeam

Office	C107		2 BHS-IDF03-C1	Drop ceiling N edge from doorway
Classroom	C112		2 BHS-IDF03-C1	Middle of N-S crossbeam
Classroom	C113		2 BHS-IDF03-C1	Middle of N-S crossbeam
Classroom	C115		2 BHS-IDF03-C1	Middle of N-S crossbeam
Classroom	C116		2 BHS-IDF03-C1	Middle of N-S crossbeam
Office	C117 (CEC room)		2 BHS-IDF03-C1	No WAP drop needed.
Classroom	C124		2 BHS-IDF03-C1	Middle of Western N-S crossbeam
Classroom	C125		2 BHS-IDF03-C1	Middle of N-S crossbeam
Classroom	C126		2 BHS-IDF03-C1	Middle of N-S crossbeam
Classroom	C127		2 BHS-IDF03-C1	Middle of N-S crossbeam
Classroom	C128		2 BHS-IDF03-C1	Middle of N-S crossbeam
Classroom	C131		2 BHS-IDF03-C1	Middle of N-S crossbeam
Office	C132		2 BHS-IDF03-C1	Middle of E-W crossbeam
Classroom	C134		2 BHS-IDF03-C1	Middle of E-W crossbeam
Classroom	C135		2 BHS-IDF03-C1	Middle of N-S crossbeam
Classroom	C205		2 BHS-IDF04-C2	Middle of E-W crossbeam
Classroom	C206		2 BHS-IDF04-C2	Middle of E-W crossbeam
Classroom	C207		2 BHS-IDF04-C2	Middle of N-S crossbeam
Office	C210		2 BHS-IDF04-C2	Middle of E-W crossbeam
Classroom	C213		2 BHS-IDF04-C2	Middle of N-S crossbeam
Classroom	C216		2 BHS-IDF04-C2	Middle of N-S crossbeam
Classroom	C217		2 BHS-IDF04-C2	Middle of N-S crossbeam
Classroom	C219		2 BHS-IDF04-C2	Middle of N-S crossbeam
Classroom	C220		2 BHS-IDF04-C2	Middle of N-S crossbeam
Classroom	C221		2 BHS-IDF04-C2	Middle of N-S crossbeam
Classroom	C224		2 BHS-IDF04-C2	Middle of N-S crossbeam
Classroom	C230		2 BHS-IDF04-C2	Middle of N-S crossbeam
Classroom	C231		2 BHS-IDF04-C2	Middle of N-S crossbeam
Classroom	C232		2 BHS-IDF04-C2	Middle of E-W crossbeam
Classroom	C233		2 BHS-IDF04-C2	Middle of N-S crossbeam

Classroom	C307		BHS-IDF05A-C 2 3	Middle of E-W crossbeam
Classroom	C308		BHS-IDF05A-C 2 3	Middle of N-S crossbeam
Classroom	C309		BHS-IDF05A-C 2 3	Middle of N-S crossbeam
Classroom	C310		BHS-IDF05A-C 2 3	West side of E-W crossbeam
Classroom	C311		BHS-IDF05A-C 2 3	Middle of N-S crossbeam
Classroom	C315		BHS-IDF05A-C 2 3	Wall mount?
Classroom	C316		BHS-IDF05A-C 2 3	Middle of N-S crossbeam
Classroom	C317		BHS-IDF05A-C 2 3	Wall mount?
Tech office	C319		BHS-IDF05A-C 2 3	Wall mount
Classroom	C320		BHS-IDF05A-C 2 3	Middle of N-S crossbeam
Office	C323		BHS-IDF05A-C 2 3	East wall mount
Classroom	C324		BHS-IDF05A-C 2 3	Middle of N-S crossbeam
Classroom	C325		BHS-IDF05A-C 2 3	Wall mount on E wall
Classroom	C326		BHS-IDF05A-C 2 3	Middle of N-S crossbeam
Lab	C327		BHS-IDF05A-C 2 3	Middle of suspended ceiling
Office	C331		BHS-IDF05A-C 2 3	Wall mount on W wall
Classroom	C333		BHS-IDF05A-C 2 3	E-W crossbeam near E walls
Classroom	C334		BHS-IDF05A-C 2 3	Middle of N-S crossbeam
Classroom	C335		BHS-IDF05A-C 2 3	Middle of N-S crossbeam
Classroom	C336		BHS-IDF05A-C 2 3	Middle of N-S crossbeam

Office	C338	2	BHS-IDF05A-C	3	Wall mount on West wall (if needed)
Classroom/Lab	C400	2	BHS-IDF05B-C	4	Middle of Second Pillar W of C406
Office	C418	2	BHS-IDF05B-C	4	Middle of ceiling (to reach both C416 and C420)
Office	C420	2	BHS-IDF05B-C	4	Move AP to Room 418
Office Hallway	G104	2			On Ceiling in hall by second exit sign
Office	G104H	2	BHS-IDF12-G1	N	center ceiling
Classroom	G107	2			
Classroom	G108A	2	BHS-IDF12-G1N		Middle edge dropdown ceiling
Classroom	G108B	2	BHS-IDF12-G1N		Middle edge dropdown ceiling
Classroom	G110	2	BHS-IDF11A-G	1S	Walk in, on beam between first pillar and the HVAC vent
Office	G111	2			center edge on 10ft high ceiling area right after entering room
Classroom	G200	2	BHS-MDF-3		Middle room on wall between windows
Classroom	G201	2	BHS-IDF14-G2	N	Middle edge dropdown ceiling
Office Lobby	G202	2	BHS-IDF14-G2	N	Center ceiling of main room with xerox machines
Classroom	G203	2	BHS-IDF14-G2	N	Middle edge dropdown ceiling
Computer Lab	G204	2	BHS-IDF14-G2	N	Middle ceiling pillar
Chemical Prep Room	G206	2	BHS-IDF14-G2	N	Middle ceiling
Classroom	G206A	2	BHS-IDF14-G2	N	Middle edge dropdown ceiling
Classroom	G207	2	BHS-IDF14-G2	N	Middle edge dropdown ceiling
Classroom	G209	2	BHS-IDF14-G2	N	Middle edge dropdown ceiling
Classroom	G208	2	BHS-IDF14-G2	N	Middle ceiling right in front of projector screen

Classroom	G208A		2 N	BHS-IDF14-G2	Middle edge dropdown ceiling
Classroom	G210A		2 S	BHS-IDF13-G2	center of the center beam
Classroom	G210B		2 S	BHS-IDF13-G2	center of the center beam
Classroom	G211		2 N	BHS-IDF14-G2	Middle edge dropdown ceiling
Classroom	G212		2 S	BHS-IDF13-G2	Center ceiling beam (need conduit run)
Classroom	G213		2 S	BHS-IDF13-G2	Middle edge dropdown ceiling
Classroom	G214		2 S	BHS-IDF13-G2	Middle edge dropdown ceiling
Classroom	G215		2 S	BHS-IDF13-G2	Middle edge dropdown ceiling
Classroom	G216		2 S	BHS-IDF13-G2	Middle edge dropdown ceiling
Classroom	G217		2 S	BHS-IDF13-G2	Middle edge dropdown ceiling
Classroom	G301		2 00	BHS-IDF15-G3	Middle edge dropdown ceiling
Classroom	G302		2 00	BHS-IDF15-G3	Middle edge dropdown ceiling
Classroom	G304		2 00	BHS-IDF15-G3	Middle edge dropdown ceiling
Classroom	G305		2 00	BHS-IDF15-G3	Middle edge dropdown ceiling
Classroom	G306		2 00	BHS-IDF15-G3	Middle edge dropdown ceiling
Classroom	G307		2 00	BHS-IDF15-G3	Middle edge dropdown ceiling
Classroom	H101		2	H101-MDF	drop ceiling by middle edge
Classroom	H102A		2	H101-MDF	drop ceiling by middle edge
	H103		2	H101-MDF	drop ceiling by middle edge
Wellness Center	H104		2	H101-MDF	drop ceiling by middle edge
Health Center Reception		108	2 N	BHS-IDF16-H1	Mount right above reception desk

Health Center hallway North	Health Center hallway North		2 BHS-IDF16-H1 N	Ceiling above 117B
Classroom	H106		2 BHS-IDF16-H1 N	center center drop
Classroom	H109		2 BHS-IDF16-H1 N	drop ceiling by middle edge
Office	H110		2 BHS-IDF16-H1 N	center center drop
Classroom	H111		2 BHS-IDF16-H1 N	drop ceiling by middle edge
Classroom	H112		2 BHS-IDF16-H1 N	drop ceiling middle edge by door
Office	H113		2 BHS-IDF16-H1 N	drop ceiling by middle edge
Classroom	H114		2 BHS-IDF16-H1 N	drop ceiling by middle edge
Classroom	H115		2 BHS-IDF16-H1 N	drop ceiling by middle edge
Classroom+	H201		2 BHS-IDF1-H2S	drop ceiling by middle pillar
Classroom+	H202A		2 BHS-IDF1-H2S	dropdown ceiling, right edge of archway
Classroom+	H202B		2 BHS-IDF1-H2S	Middle edge dropdown ceiling
Classroom	H203		2 BHS-IDF1-H2S	Middle edge dropdown ceiling
Lab	H204		2 BHS-IDF1-H2S	Middle edge dropdown ceiling
Lab	H205		2 BHS-IDF17-H2 S	Middle edge dropdown ceiling
Classroom	H206		2 BHS-IDF18-H2 N	Middle edge dropdown ceiling
Classroom	H207		2 BHS-IDF18-H2 N	Middle edge dropdown ceiling
Classroom	H208		2 BHS-IDF18-H2 N	Middle edge dropdown ceiling
Office+	H209		2 BHS-IDF18-H2 N	Middle ceiling by corner
Classroom	H211		2 BHS-IDF18-H2 N	Middle edge dropdown ceiling
Classroom	H213		2 BHS-IDF18-H2 N	Middle edge dropdown ceiling

Classroom	H214		2 N	BHS-IDF18-H2	Middle edge dropdown ceiling
Office	H215		2 N	BHS-IDF18-H2	Middle edge dropdown ceiling
Classroom	H216		2 N	BHS-IDF18-H2	Middle edge dropdown ceiling
Classroom	H217		2 N	BHS-IDF18-H2	Middle edge dropdown ceiling
Classroom	H301		2 N	BHS-IDF18-H2	Middle edge dropdown ceiling
Classroom	H302		2 N	<i>BHS-IDF18-H2</i>	Middle edge dropdown ceiling
Classroom	H303		2 N	<i>BHS-IDF18-H2</i>	Middle edge dropdown ceiling
Classroom	H304		2 N	BHS-IDF18-H2	Middle edge dropdown ceiling
Office	H305		2 N	<i>BHS-IDF18-H2</i>	Middle edge dropdown ceiling
Classroom	H306		2 N	<i>BHS-IDF18-H2</i>	Middle edge dropdown ceiling
Classroom	H307		2 N	BHS-IDF18-H2	Middle edge dropdown ceiling
Classroom	H308		2 N	BHS-IDF18-H2	Middle edge dropdown ceiling
Library	Library		2	D2-Library	wall on North-east corner
Gym	Donahue Gym		2	F-IDF	north wall 8 ft up
	Totals Ethernet Drops		260		

Appendix C

Fiber Runs - Pulled and terminated

Location 1	Location 2	Estimated Run Length in feet	SM OS2 Strands
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BHS-IDF02-ABase (can be patched from IDF A5)	H101 MDF	850	6
BHS-IDF03-C1	H101 MDF	600	6
BHS-IDF04-C2	H101 MDF	650	6
BHS-IDF05A-C3	H101 MDF	700	6
BHS-IDF05B-C4	H101 MDF	850	6
BHS-IDF06-D1	H101 MDF	1200	6
BHS-IDF07-D2	H101 MDF	1350	6
BHS-IDF08-E	H101 MDF	1600	6
BHS-IDF09-FGYM	H101 MDF	1000	6
BHS-IDF11A-G1S	H101 MDF	380	6
BHS-IDF12-G1N	H101 MDF	100	6
BHS-IDF13-G2S	H101 MDF	400	6
BHS-IDF14-G2N	H101 MDF	150	6
BHS-IDF15-G300	H101 MDF	500	6
BHS-IDF16-H1N	H101 MDF	300	6
BHS-IDF17-H2S	H101 MDF	150	6
BHS-IDF18-H2N	H101 MDF	350	6
BHS-IDF19A-JStadium	H101 MDF	800	12
BHS-IDF20B-M1GYM	H101 MDF	1750	6
BHS-IDF20A-M1Datacenter	H101 MDF	1600	12
BHS-IDF20C-M3	H101 MDF	1650	6
BHS-IDF22-K	H101 MDF	1800	6
BHS-IDF23-L	H101 MDF	1900	6
TOTAL RUNS: 23	Total Footage	17830	

Berkeley USD RFP 24-002 ESTIMATED Cabling Fiber Optic Infrastructure 3

Cost Proposal

RFP 24-002

Responder Company Name: _____

Responder Name: _____

Responder Title: _____

Responder SPIN: _____

Responder FRN: _____

Responder FCC Green Light Status: _____

Responder Phone: _____

Vendor must supply their own cost proposal form with detailed line items by school/site. Responding to Request For Proposal No. 24-002 due February 23, 2024 11:59 AM

RFP Form

RFP 24-002

Berkeley Unified School District
2020 Bonar St, Berkeley, CA 94702
Main line: 510-644-6150

To: Superintendent and Members of the Board of Education

The undersigned, doing business under the full and complete legal Responder name as set forth below, having examined the Notice to Responders, RFP Instructions, Scope of Work & Requirements, General Conditions, Agreement and all other documents forming a part of the RFP package for the above referenced RFP, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the documents contained in said RFP package. The entire RFP Package is submitted, together with this RFP Form.

Name of Company:

Legal Status (i.e., sole proprietorship, partnership, corporation):

_____ Tax I.D. Number (Sole Proprietorship Only):

_____ Address:

Authorized Representative:

_____ Signature

Name (Print or Type)

_____ Title

_____ Date

(_____) _____ Phone

(_____) _____ Fax

_____ E-mail address

Berkeley Unified School District

2020 Bonar Street Berkeley, CA 9470

Main line: 510-644-6150

Max Eissler, Director, Technology

John Calise - Executive Director, Facilities

Bradley Hilton, IT Supervisor.

Jonathan Golles, IT Network Engineer.

Letter of Agreement - RFP 24-002

Pursuant to the terms of Berkeley Unified School District's RFP # 24-002 for Cabling Fiber Optic Infrastructure, (Name of Company) _____'s response to RFP # 24-002 dated (mm/dd/yyyy) _____, (Name of Company) _____ will provide the equipment and services per RFP # 24-002 effective the date of issuance of Berkeley Unified School District Purchase Order(s).

(Name of Company) _____ and Berkeley Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Berkeley Unified School District for E-Rate Year 2024 (Year 25), and Berkeley Unified School District Board of Education approval.

The Berkeley Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The Berkeley Unified School District shall not be responsible for any costs to Bidder prior to termination.

_____ (Name of Company)

_____ Authorized Representative Signature

Name: _____ Date: _____

Title: _____ Email: _____

Phone: _____

Address: _____

Fingerprint Certification

RFP 24-002

Responder Certification

I, _____, am an authorized representative of/doing business as (Name of Responder/consultant) _____, and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all its employees who may have contact with District pupils or unsupervised access to any District campus of the Berkeley Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).

Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement.

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 _____, 20_____, in _____ County, California.

Name of Responder/Consultant (please print)

Name/Title of Authorized Representative (printed)

(Signature)

Statement of Non-Conflict of Interest

RFP 24-002

The Responder hereby warrants that he or she has no business or financial interests that are in conflict with his or her obligations to the District and further agrees to disclose any such interest which may be acquired during the life of an agreement with the District. The Responder also certifies that it and its members are not, officers, agents, or employees of the District, nor have they been since January 1, 2001.

Signature

Printed Name

Title

Responder

Date

Insurance Acknowledgement

RFP 24-002

Notice to Bidders regarding Indemnity and Insurance Requirements

Summary of Indemnification and Insurance Requirements:

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to Berkeley Unified School District (Buyer). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by Buyer.
2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to Buyer and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to Buyer.
3. Contractor shall provide Buyer with Certificates of Insurance including all required endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Buyer before work begins. Buyer reserves the right to require full certified copies of all Insurance coverage and endorsements.

I. Indemnification & Insurance:

Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless

District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor’s duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District’s duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers’ compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

I have read and understand the above requirements and agree to be bound by them for any work performed for the Buyer.

Signature

Printed Name

Title

Responder

Date

REFERENCES FORM

RFP 24-002

Proposers must submit three (3) references, that are customers. Proposers, therefore, release the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by the District regarding the vendor and/or vendor's performance of work. Proposers are strongly advised to alert references of future contact from the BUSD tech dept regarding this solicitation.

Customer name: _____

Equipment/Service Installed _____

Project Description _____

Date of contract: _____

Job Location: _____

Contact's Email Address: _____

Contact's Phone Number: _____

Current Contract Start/End Date: _____

Customer name: _____

Equipment/Service Installed _____

Project Description _____

Date of contract: _____

Job Location: _____

Contact's Email Address: _____

Contact's Phone Number: _____

Current Contract Start/End Date: _____

Customer name: _____

Equipment/Service Installed _____

Project Description _____

Date of contract: _____

Job Location: _____

Contact's Email Address: _____

Contact's Phone Number: _____

Current Contract Start/End Date: _____