



Request for Proposal (RFP) #1287

Dark Fiber Connectivity

For

**Rancho Santiago Community College District,
2323 N. Broadway, Santa Ana, CA 92706**

RFP Due:	2:00 PM PDT, May 4, 2016 LATE PROPOSALS SHALL NOT BE CONSIDERED
Submit RFP To:	RSCCD Purchasing Department 2323 N. Broadway, Suite 109 Santa Ana, CA 92706 <u>Attention:</u> Tracey Conner-Crabbe Director of Purchasing Services Email: conner_tracey@rsccd.edu
Refer Questions or Clarifications to:	Tracey Conner-Crabbe-Director of Purchasing RSCCD Purchasing Department Phone: (714) 480-7371 Email: conner_tracey@rsccd.edu
Mandatory Site Walk:	8:30 AM, April 12, 2016 Orange Education Center – Main Street location 1572 N. Main Street, Orange CA 92867

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
RFP #1287 - Dark Fiber Connectivity**

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NOTICE CALLING FOR REQUEST FOR PROPOSALS (RFP)

NOTICE IS HEREBY GIVEN that the Rancho Santiago Community College DISTRICT of Orange County, California, acting by and through its Governing Board, hereinafter referred to as the "DISTRICT," invites Service Providers to submit Proposals for the Project described as:

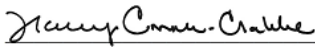
Dark Fiber Connectivity, RFP #1287

DATE/TIME/LOCATION FOR SUBMITTAL OF RFP PROPOSAL: May 4, 2016 @ 2:00pm at 2323 N. Broadway, Room 109, Santa Ana, CA 92706

There will be a **mandatory** site walk beginning at 8:30 A.M., on April 12, 2016. Please meet at Orange Education Center – Main Street location 1572 N. Main Street, Orange CA 92867. The District may disqualify any Service Provider that fails to attend the entire site walk.

Request for Proposal is available at www.rsccd.edu/bidopportunities. Service Providers are responsible to regularly check the District's website for addendums. For further information, contact Tracey Conner-Crabbe at 714.480.7371 or conner_tracey@rsccd.edu.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: 
Tracey Conner-Crabbe
Director of Purchasing Services

Advertised: Orange County Register
March 31 & April 7, 2016

INFORMATION FOR SERVICE PROVIDERS

1. Preparation of RFP Form. Proposals shall be submitted on the prescribed RFP Form, completed in full. All proposal items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.
2. Form and Delivery of RFP's. The RFP must conform and be responsive to all Project Documents and shall be made on the RFP Form provided, and the complete RFP, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the DISTRICT at: 2323 N. Broadway, Room 109, Santa Ana, CA 92706, and must be received on or before the RFP deadline. The envelope shall be plainly marked in the upper left hand corner with the Service Provider's name and address, the name of the Project, and the RFP number. **It is the Service Provider's sole responsibility to ensure that its Proposal is received prior to the RFP deadline.** Any Proposal received after the scheduled closing time for receipt of RFP's shall be returned to the Service Provider unopened.
3. Signature. Any signature required on Project Documents must be signed in the name of the Service Provider and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if Service Provider is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the Service Provider is a joint venture or partnership, there shall be submitted with the RFP certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Service Provider, who shall act in all matters relative to the Project for the joint venture or partnership. If Service Provider is an individual, his/her signature shall be placed on such documents.
4. Modifications. Changes in or additions to any of the RFP documents, summary of the Proposal, alternative Proposals, or any other modifications which are not specifically called for by the DISTRICT may result in the DISTRICT's rejection of the Proposal as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the RFP documents will be considered.
5. Erasures, Inconsistent or Illegible Proposals. The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the Proposal in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the Proposal, words shall control numbers. In the event that DISTRICT determines that any Proposal is unintelligible, illegible or ambiguous, the DISTRICT may reject such Proposal as being nonresponsive.
6. Examination of Site and Contract Documents. Each Service Provider must attend the mandatory pre-proposal conference and site walk and should fully acquaint themselves with the conditions relating to the required installation for Services. Service Providers should thoroughly examine and be familiar with the specifications and requirements of this RFP. The failure or omission of any Service Provider to receive or examine any form, instrument, addendum, or other document, or to visit any of the sites and acquaint themselves with conditions there existing, shall in no way relieve any Service Provider from any obligation with respect to his/her proposal or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section. As the majority of installation is anticipated to occur outside the District's property, the Service Provider shall assume the complete risk of all physical conditions, including, without

limitation, geological and soils conditions, along the entire path, and at all points of installation of the telecommunications equipment and related materials and goods.

7. Withdrawal of RFPs. Any Proposal may be withdrawn, either personally or by written request signed by the Service Provider, at any time prior to the scheduled closing time for receipt of Proposals. No Service Provider may withdraw any Proposal for a period of Ninety (90) days after the date set for the opening of Proposals.

8. Interpretation of Project Documents. If any Service Provider is in doubt as to the true meaning of any part of the Project Documents, or finds discrepancies in, or omissions from the Project Documents, a written request for an interpretation or correction thereof must be submitted to the District by Tuesday, April 19, 2016 at 5:00pm. No requests shall be considered after this time. The Service Provider submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project Documents will be made solely at DISTRICT's discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be hand delivered or mailed or faxed or electronically submitted to each Service Provider known to have received a set of the Project Documents. No person is authorized to make any oral interpretation of any provision in the Project Documents, nor shall any oral interpretation of Project Documents be binding on the DISTRICT. If there are discrepancies of any kind in the Project Documents, the interpretation of the DISTRICT shall prevail. Submittal of a Proposal without a request for clarifications shall be incontrovertible evidence that the Service Provider has determined that the project documents are acceptable and sufficient for bidding and completing the work; that Service Provider is capable of reading, following and completing the work in accordance with the project documents; and that Service Provider agrees that the project can and will be completed according to the District's timelines and according to the progress schedule to be submitted by the successful Service Provider incorporating the District's timelines for completion of the project.

9. Service Providers Interested in More Than One Proposal. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one Proposal for the same work unless alternate Proposals are specifically called for by the DISTRICT. A person, firm, or corporation that has submitted a sub-proposal to a Service Provider, or that has quoted prices of materials to a Service Provider, is not thereby disqualified from submitting a pre-proposal or quoting prices to other Service Providers or submitting a Proposal on the Project.

10. Award of Contract. The DISTRICT reserves the right to reject any or all Proposals to accept or reject any one or more items of the Proposal, to increase or decrease quantities or to delete items entirely, or to award items separately or in any combination, or to waive any irregularities or informalities in any Proposals or in the RFP process. The award of the contract, if made by the DISTRICT, will be by action of the Governing Board. As the DISTRICT has determined that this Proposal involves the acquisition, procurement or maintenance of electronic data processing systems and equipment, electronic telecommunications equipment, supporting software and related materials, goods and services as set forth in Education Code section 81645, the DISTRICT may award the contract to one of the three lowest responsible Service Providers in accordance with procedures and criteria determined by the Governing Board. If the 3rd and 4th lowest priced Proposals are identical in price, the DISTRICT will determine which Proposal will break the tie pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a Service Provider, and such Service Provider fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to Service Provider, the DISTRICT may award the contract to either of the other three lowest responsive and responsible Service Providers or reject all Proposals.

11. Alternate Proposals. The Governing Board of the DISTRICT is not calling for alternate Proposals for this project.

12. RFP Evaluation and Clarification. The District reserves the right to obtain clarification of any point in a Service Provider's submittal or to obtain additional information. The District reserves the right to conduct on District site, telephone or email, conversations with the Service Provider to clarify proposals and other

documents, ask questions or obtain additional information. The Service Provider's inability to respond to this request may be cause of disqualification of their proposal.

13. Failure to Provide Requested Information. Failure of a Service Provider to provide any required documentation or information requested in this package may result in the rejection of their proposal.

14. Insurance and Workers' Compensation. The successful Service Provider shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. DISTRICT may request that such certificates and endorsements are completed on DISTRICT provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful Service Provider shall secure the payment of compensation to all employees. The successful Service Provider who has been awarded the contract shall sign and file with DISTRICT prior to performing the work, the Workers' Compensation Certificate included as a part of the Project Documents. Labor Code Section 1861.

15. Licensure. The Service Provider shall ensure that any and all construction work it performs, or that is performed on its behalf, in order to provide the required services shall be performed by persons appropriately licensed in their respective profession, trade or craft. The successful Service Provider required licensure must be maintained the license throughout the duration of the installation related work.

16. Anti-Discrimination. In connection with all work performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Service Provider agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful Service Provider agrees to require like compliance by any subcontractors employed on the Project by such Service Provider.

17. Hold Harmless and Indemnification. The successful Service Provider awarded the contract agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability of claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Company, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not, and Company shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. The District assumes no responsibility whatsoever for property placed on the premises. The Company further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the District or any of its agents or employees.

18. Drug Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful Service Provider will be required to execute a Drug Free Workplace Certification upon execution of the Agreement. The Service Provider will be required to take positive measures outlined in the certification in order to ensure the presence of a drug free workplace. Failure to abide with the conditions set forth in the Drug Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

19. Non-Collusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each Proposal must be accompanied by a Non-Collusion Declaration. This form is included with the RFP package.

RFP FORM

Name of Service Provider: _____

To: **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, acting by and through its Governing Board, herein called the "DISTRICT".

1. Pursuant to your Notice Calling for Request for Proposal and the other documents relating thereto, the undersigned Service Provider, having become familiarized with the complete contract, the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, an all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required, including sheeting, shoring and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, in connection with the following:

Service: **Dark Fiber Connectivity**

RFP No: **1287**

all in strict conformity with the complete contract, as defined in the specifications including:

ADDENDUM # " ", ADDENDUM # " ", ADDENDUM # " ", ADDENDUM # " ", ADDENDUM # " ", on file at the office of the said DISTRICT for the sum of: _____ Dollar (\$ _____).

Each individual Service Provider's price shall be determined from visiting the work site, reviewing the specifications and all other portions of these documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the contract, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, the furnishing of tools, equipment, supplies, transportation facilities, labor, superintendence, and services required to perform and complete the work, and bonds, insurance and submittals, all as per the requirements of these documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject this RFP and that this RFP shall remain open and not be withdrawn for the period specified in the Notice Calling for Request for Proposal.

3. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act.

4. It is understood and agreed that if written notice of the acceptance of this RFP is mailed, telegraphed, or delivered to the Service Provider after the opening of the RFP, and within the time this RFP is required to remain open, or at any time thereafter before this RFP is withdrawn, the Service Provider will execute and deliver to the DISTRICT the Agreement and certificates of insurance. The Service Provider further agrees that the work under the contract shall be commenced by the Service Provider, if awarded the contract, on the date shown on the purchase order and shall be completed by the Service Provider on the end date shown on the purchase order.

5. Communications conveying acceptance of RFP, requests for additional information or other correspondence should be addressed to the Service Provider at the address stated below.

6. The name of all persons interested in the RFP as principals are as follows:

7. In submitting this RFP, the Service Provider offers and agrees that if the proposal is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchases of goods, materials, or services by the Service Provider for sale to the DISTRICT pursuant to the RFP. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4552).

8. It is understood and agreed that should Service Provider fail or refuse to return Workers Compensation Certificate and insurance certificates to the DISTRICT within the time specified, may result in delays in the project and possible rejection of the Service Provider.

9. The undersigned hereby warrants that the Service Provider has appropriate Manufacturer Certification(s) and Authorization(s), entitling the Service Provider to provide the work, that such Certification(s) and Authorization(s) will be in full force and effect throughout the duration of performance under this contract, and that any and all subcontractors to be employed by the undersigned will have appropriate Manufacturer Certification(s) and Authorization(s) for the term of the contract.

10. The Service Provider hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Service Provider shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceeding, penalties or claims arising out of the Service Provider's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by the DISTRICT, the Service Provider shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of Service Provider's ability to perform the contract.

12. The required Noncollusion Declaration is attached.

The undersigned hereby declares that all of the representations of this RFP are made under penalty of perjury under the laws of the State of California.

Individual Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Partnership Name: _____

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Other Partners: _____

Corporation Name: _____
(A Corporation)

Business Address: _____

Telephone: _____

Signed by: _____, President

Date: _____

Print Name: _____, President

Signed by: _____, Secretary

Date: _____

Print Name: _____, Secretary

[Seal]

Joint Venture Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to Joint Venture:

If an individual: _____

(Signature)

Print Name: _____

Doing Business as: _____;

If a Partnership:

Signed by: _____, Partner

Print Name: _____

If a Corporation: _____
(A Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

[Seal]

RFP Price Sheet

Dark Fiber Connectivity Base Price Year 1 through 3														
	Year 1					Year 2		Year 3						
				Services		Services		Services						
Link	Installation	Materials	Taxes	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly					
2323 N. Broadway, Santa Ana to 1572 N. Main St., Orange					-		-							
Years 1 - 3 Total Base Amount				 This Base Total amount must be included on page 1 of the RFP Form										
Optional Pricing, Years 4-10														
Dark Fiber Connectivity Base Price Year 4 through 10														
	Year 4		Year 5		Year 6		Year 7		Year 8		Year 9		Year 10	
	Services		Services		Services		Services		Services		Services		Services	
Link	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly
2323 N. Broadway, Santa Ana to 1572 N. Main St., Orange		-		-		-		-		-		-		-
Years 4 - 10 Total Optional Amount			 DO NOT include this amount in the Base Total on page 1 of the RFP Form											

NONCOLLUSION DECLARATION TO BE EXECUTED BY
SERVICE PROVIDER AND SUBMITTED WITH RFP

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The RFP is genuine and not collusive or sham. The Service Provider has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The Service Provider has not directly or indirectly colluded, conspired, connived, or agreed with any Service Provider or anyone else to put in a sham response, or to refrain from responding. The Service Provider has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the RFP price of the Service Provider or any other Service Provider, or to fix any overhead, profit, or cost element of the price, or of that of any other Service Provider. All statements contained in the RFP are true. The Service Provider has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Service Provider that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Print Name

DISTRICT INSURANCE REQUIREMENTS

It is required that every vendor and contractor working for the Rancho Santiago Community College District meet the following insurance requirements. The vendor and contractor will be required to file with the District certificates of such insurance and endorsements. Failure to furnish such evidence will be considered default of the vendor and contractor.

The Rancho Santiago Community College District shall be named as an *additional insured* on the Commercial General Liability and Comprehensive Automobile Liability policies, **documented by a written endorsement**, and the policy must carry a 30-day cancellation clause.

Prior to commencing work, and continuing during the life of the project, vendor and contractor shall take out, and require all subcontractors, if any, to take out and maintain:

I. Commercial General Liability

Each vendor and contractor shall supply a Certificate of Insurance showing evidence of Commercial General Liability coverage with a limit of at least \$1,000,000 combined single limit per occurrence. The insurance shall be primary and non-contributory.

II. Workers' Compensation and Employers Liability

Each vendor and contractor shall supply a Certificate of Insurance showing Workers' Compensation and Employers Liability. The Employers Liability limits shall be at least \$1,000,000 each item. **The vendor/contractor shall provide a waiver of subrogation.**

III. Automotive Liability

Each vendor and contractor shall supply a Certificate of Insurance showing Commercial Automobile liability coverage in an amount no less than \$1,000,000 combined single limit for all owned, non-owned and hired vehicles. **Commercial bus vendors must show evidence of limits of at least \$5,000,000.**

IV. Professional Liability

If the vendor is a licensed architect, engineer, designer or other "professional", a Certificate of Insurance shall be supplied showing Errors and Omissions coverage in an amount not less than **\$5,000,000 per claim, \$5,000,000 aggregate.**

V. Umbrella or Excess Liability

If the vendor's and contractor's primary or underlying limits of coverage **do not meet the requirements** outlined above, additional limits of coverage may be provided by an umbrella policy or an excess liability policy. Endorsements to the umbrella or excess policy which limit or exclude coverage must be attached to the certificate of insurance

VI. Additional Requirements

The insurers for all coverage lines shall have a minimum A.M. Best's rating of A, VII and be admitted in California. This can be amended by separate agreement by RSCCD.

SCOPE OF SERVICES, TECHNICAL & SUPPORT

INTRODUCTION

Rancho Santiago Community College District (District) has one of the state's oldest community colleges, Santa Ana College, and also one of the newest, Santiago Canyon College. Centered in a growing and dynamic area, the District serves a population of more than 700,000 residents in the communities of Anaheim Hills, Garden Grove, Irvine, Orange, Santa Ana, Tustin and Villa Park.

Encompassing 24 percent of Orange County's total area (193 square miles), the District maintains eight facilities. In addition to Santa Ana College and Santiago Canyon College, these include Centennial and Orange Continuing Education Centers, the Digital Media Center, the Orange County Regional Fire Training Center, the Orange County Sheriff's Regional Training Academy and the District Operations Center. Student headcount for Fall 2014 was 40,653.

In February 2016, the District entered into an agreement to lease a standalone building, consisting of approximately 8,400 square feet, located at 1572 N. Main St., Orange, CA 92867. The building will serve as a branch location of Santiago Canyon College's Division of Continuing Education for the purpose of providing noncredit (adult education) classes, student support services, and offices to support Rancho Santiago Adult Education Consortium goals and priorities.

1.0 SCOPE OF SERVICES

1.1 The District is seeking competitive proposals for Dark Fiber Connectivity services from a new site to our District Office. The District sponsored by the Information Technology Services Division is seeking proposals to procure high-speed telecommunications fiber-optic lines (commonly known as Dark Fiber).

1.2 The Services required shall begin by July 1, 2016, or as soon as possible thereafter. The proposed date for initiation of the Services shall be an important factor in evaluation of the Proposals. The District will provide all light equipment and monitoring of the connections. The selected Service Provider will own, be responsible for, and provide installation, repair, and maintenance of the fiber and connectors for the term of the agreement. The locations to be connected are:

- A. District Operations Center (DOC)
2323 North Broadway
Santa Ana, CA 92706

Note: MPOE is in Suite 249-1, second floor, middle of building. Enter using equipment room on north side behind the elevators. Building is entered via AT&T manhole on south side (Santa Clara Avenue).

- B. Orange Education Center (OEC) – Main Street location
1572 N. Main Street, Orange CA 92867

2.0 TECHNICAL AND SUPPORT SCOPE

2.1 The service shall provide for the transmission using a pair of carrier grade **single mode fiber**. 9/125 Micron OS1B1.1 or G.652, attenuation at 1310/1550nm for 0.40/0.25 dB/Km. Two (2) pairs or four (4) strands of single mode fiber will be required from point to point.

2.2 The service must be able to transmit up to 100Gbit Ethernet over the distance of the fiber using standard LR or ER optics (for 10Gbit Ethernet). The fiber will terminate using Duplex SC connectors and the Service Provider supplied patch panel at each site.

2.3 The Service Provider must verify the link to not exceed the maximum fiber length permitted using standard LR (no more than 6 miles) or ER (no more than 18 miles) optics. The District prefers the shortest point to point fiber path from OEC to DO. The approximate distances that needs to be verified and provided in the RFP are:

A. OEC to DOC

2.4 The service shall be used to seamlessly extend the District's local area network to the above locations in the District. It is required that the vendor owns the connection from end to end; leasing fiber from another carrier is not permitted.

2.5 The Service Provider shall provide detail point to point testing results of all fiber strands using a High resolution OTDR devise. Testing shall be completed per ANSI/EIA/TIA -526 testing methods and the latest updates for single mode fiber. Tracing printouts shall be provided in electronic and hard copy noting the appropriate optical fiber and buffer tube color designation shall be mounted on separate pages and bound into a three ring notebook. Provide three copies.

2.6 The Service Provider shall provide physical transport only and allow the District to specify and control all quality of service, acceptable use, and class of service parameters for the network.

2.7 The Service Provider fiber must be break free with five (5) or less hours of unplanned disruption per year for each link within the network. This includes loss of signal for any reason relating to the light passing ability of the fiber between the connectors. Any unplanned light loss over five (5) hours per year will be deducted from scheduled payments in 15 minute increments. Based on the cost of doing business over the District network, payment reduction will be \$250 per 15 minute increments. The District strives for '999.99' electronic availability for the students and community.

2.8 Scheduled light loss must not exceed five (5) hours per year for the total network and must be coordinated with District staff to minimize impact.

2.9 The Service Provider is responsible for managing the relationship of agreements with the municipality, utilities and others on the use of right-of-way and all items pertaining to the design and installation of the Dark Fiber.

2.10 The Service Provider shall be responsible for all costs associated with entering into a support structure agreement with the pole or duct owner, including, but not limited to, all upfront insurance, liability, make ready, records and drawings required by the support structure owner.

2.11 The Service Provider shall be responsible for all costs associated with entering into a MAA (municipal access agreement) for deploying the network onto a public right-of-way, including, but not limited to, all upfront insurance, liability, records and drawings required by the municipality.

2.12 Without limiting or restricting the volume of work and solely for convenience, the work to the performed will, in general, comprise the following:

- Cable Infrastructure
- Make Ready for Use
- Building Service Entrances
- Demarcation Extension
- Termination Panels

2.13 The Service Provider shall be responsible for payment and administration of all annual right-of-way charges and annual maintenance charges to all appropriate parties.

2.14 The Service Provider shall be responsible to coordinate all one-call damage repair service.

2.15 The Service Provider shall assume responsibility for establishing the service. The District shall provide no supervision, project management or other services outside of District property.

2.16 The system shall utilize a network of trunk and lateral cables. Cables and terminations shall be provided as necessary to provide the service. All cable and terminations shall be identified at all District locations. All cables shall be terminated in an alphanumeric sequence at all termination locations according to the drawings. All cable, terminations and testing shall comply with industry standards. All cables shall terminate on Service Provider supplied rack mounted patch panels.

2.17 Fiber cable installation shall meet the latest ANSI/EIA/TIA and BISCII installation methods.

2.18 The District shall allow the use of existing conduit on the District's property used to provide the existing telecommunications services. The District shall provide each Service Provider access to the District's property as reasonably necessary to investigate existing conditions that may affect the Proposals. The District shall provide all information it has on existing conditions that may affect the Proposals; however, the District will include in any contract awarded a disclaimer of warranty of such information, which shall be provided as-is, without further investigation or confirmation by the District as to the accuracy of the information in its possession, custody or control.

GENERAL CONDITIONS

3.0 TENTATIVE SCHEDULE OF EVENTS

3.1 Below is a timeline chart showing key procurement dates and information. The District reserves the right to deviate from schedule.

Event	Date and Time
RFP Advertisements	March 31 & April 7, 2016
Mandatory Site Walk	April 12, 2016 at 8:30 am
Last day to submit questions	April 19, 2016 at 5:00 pm
RFPs Due	May 4, 2016 at 2:00 pm
RFP Evaluation Period	May 5-13, 2016
Interviews of qualified Service Providers	May 9-13, 2016
Board Approval	May 31, 2016
Award Letter	June 1, 2016
Commencement of Services	To be determined, but intended to be not later than July 1, 2016

4.0 MANDATORY SITE WALK

4.1 There will be a **mandatory** site walk beginning at 8:30 A.M., on April 12, 2016. Please meet at Orange Education Center – Main Street location at 572 N. Main Street, Orange CA 92867. The District may disqualify any Service Provider that fails to attend the entire site walk.

5.0 COMMUNICATION AND CLARIFICATION

- a) Questions both technical and general regarding the RFP, or the intent thereof, or any discrepancies, omissions or inconsistencies in the project documents shall be submitted in writing via fax, email, US mail, or private courier service by April 19, 2016 at 5:00 pm to:

Tracey Conner-Crabbe-Director of Purchasing
Rancho Santiago Community College District
Purchasing Department
2323 N. Broadway, Room 109
Santa Ana, CA 92706
Fax: (714) 796-3901
Email: conner_tracey@rsccd.edu

All inquiries after that time will not be considered.

- b) Service Providers are advised that the District reserves the right to amend this RFP at any time. Addendum providing clarifications or corrections will be done formally by providing written addenda.
- c) Service Providers are to acknowledge receipt of any and all RFP addenda. This shall be done by indicating the addendum number in the space provided on the RFP Form. Failure to acknowledge in writing the receipt of any amendments shall result in RFP rejection.

- d) During this RFP period, Service Providers are strictly prohibited from contacting District representatives and consultants regarding this project other than those listed in this RFP.

6.0 CONTRACT PERIOD

6.1 The contract period of this work may begin on or about June 1, 2016 and must be completed within the mutually agreed time for commencement of Services, inclusive of completion of any required installation. The agreement for telecommunications services shall be for an initial term of 36 (36) months from the date in which communication services are initiated at the Main Street site. The agreement for telecommunications services shall be renewable for seven (7) additional one (1) year periods.

6.2 The District will require any contract let pursuant to this RFP to include provisions for Liquidated Damages for:

- (a) Failure to commence the required telecommunications services by the date agreed to; or,
- (b) Any disruption of existing telecommunications services by the Service Provider prior to the commencement of the required telecommunications services.

7.0 PREVAILING WAGE

7.1 To the extent of any construction, reconstruction, erection, alteration, renovation, improvement, demolition, or repair work incidental to providing the Services described in Sections 1.0 and 2.0, above, such work will be subject to the California Prevailing Wage Law. Copies of wage rate determination, entitled Prevailing Wage Scale are available at www.dir.ca.gov. Certified payrolls will be required and will be checked by outside labor representatives. Violations of the labor code will be reported to California Department of Labor and other associated state and federal governmental agencies. Accordingly, all contractors and subcontractors performing such work, if any, must be registered with the California Department of Industrial Relations (DIR) at www.dir.ca.gov/Public-Works/Contractors, at the time the Service contract is awarded, to perform public work pursuant to Section 1725.5.

8.0 NATURE OF PROCUREMENT

8.1 This RFP and any resulting contract shall be governed by California Education Code 81645 which states:

“The governing board of any community college district may contract with a party who has submitted one of the three lowest responsible competitive proposals or competitive bids, for the acquisition, procurement, or maintenance of electronic data processing systems and equipment, electronic telecommunications equipment, supporting software, and related materials, goods, and services, in accordance with procedures, and criteria established by the governing board.”

8.2 This RFP is for procurement of electronic telecommunications equipment and related services, as described in Sections 1.0 and 2.0, above. This is not a contract for a public project under Public Contract Code section 22002, as the District will not secure any construction, reconstruction, erection, alteration, renovation, improvement, demolition, or repair work involving any publicly owned, leased, or operated facility, nor any painting or repainting of any publicly owned, leased, or operated facility. Any construction, reconstruction, erection, alteration, renovation, improvement, demolition, or repair work incidental to providing the Services described in Sections 1.0 and 2.0, above will be to facilities owned, leased, or operated by the Service Provider in order to provide the required Services.

9.0 SUBMISSION OF PROPOSALS

9.1 All proposals shall be made on the RFP form furnished by the District. To expedite and simplify the RFP evaluation and to ensure that each RFP receives the same orderly review, all RFPs shall adhere to the format specified in the Proposal. RFPs shall contain all elements of information without exception. Fill in all blanks (if any). Provide information and answer all questions in sections where required. To do otherwise, may deem your Proposal non-responsive.

9.2 Service Providers who are interested in securing a copy of the RFP including specifications and proposal for the purpose of preparing and submitting a Proposal for this service may do so by going to the District's website at www.rscdd.edu/bidopportunities

9.3 RFPs are due on May 4, 2016, at 2:00pm PDT at 2323 N. Broadway, Room 109, Santa Ana, CA 92706. All proposals must be clearly marked on the outside of the envelope with the Service Provider's company name, address, RFP number and name of project, "Dark Fiber Connectivity". It is the Service Provider's responsibility to ensure that their proposal is received at the location and date and time stated above. Any proposal received after the date and time will be considered non-responsive and returned unopened to Service Providers. Do not fax or email RFP responses. The District is not responsible for late or misdirected RFPs.

9.4 The proposals shall be opened and the prices read publicly on May 4, 2016 at 2:00pm PDT. Any proprietary information contained in proposals submitted for the District's consideration, and clearly marked as such, will be held in confidence until all evaluations are concluded and an award has been made.

9.5 Proposals shall be good for ninety (90) days from the date of the RFP opening. Proposals may not be withdrawn after the closing date and time.

9.6 Four (4) sets (one original and three copies) of the proposal must be submitted. In addition, the proposal must be provided in electronic media (CD or flash drive) in PDF format. Each proposal should address the following items in the order listed below. Be sure to include information on all items that were requested throughout the RFP project documents. The RFP response is to demonstrate the qualifications, competence and capacity of the Service Provider, as well as specify the approach in conformity with all federal, state, District and local requirements.

10.0 PERMITS, CODES AND INSPECTIONS

10.1 The Service Provider shall obtain and pay for all permits and inspections necessary for the execution of any and all work pertaining to the Dark Fiber Connectivity connection.

11.0 DEBARMENT

11.1 Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the District will be notified of any change in this status.

12.0 LICENSE REQUIREMENTS

12.1 The successful Service Provider shall ensure that any and all construction work it performs, or that is performed on its behalf, in order to provide the required services shall be performed by persons appropriately licensed in their respective profession, trade or craft. The required licensure must be maintained throughout the duration of the related work.

13.0 CANCELLATION/TERMINATION

13.1 If the successful Service Provider defaults in its agreement to provide personnel or equipment to the District's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the District shall promptly notify the Service Provider of such default and if adequate correction is not made within five (5) calendar days, the District may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Cancellation does not release the Service Provider from its obligation to provide goods or services per terms of the Contract during the notification period.

14.0 TERMINATION FOR LACK OF FUNDS OR CLOSURE

14.1 The District may cancel or terminate service with thirty (30) days prior notice without incurring any penalties or termination fees in case of non-funding or closure of a facility.

15.0 CLARIFICATION OF RESPONSIBILITIES

15.1 If the successful Service Provider needs clarification of or deviation from the terms of the Contract, it is the Service Provider's responsibility to obtain written clarification or approval from the District's Contract Administrator.

16.0 ASSIGNMENT

16.1 Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Service Provider assign any money due or to become due without the prior written consent of the District.

17.0 ADDITIONAL RFP REQUIREMENT

17.1 The District is registered with the California Teleconnect Fund (CTF) the District's application # is 500064 with an approval date of February 6, 2009. This allows the District to receive 50% discounts by qualified Service Providers. CTF qualified Service Providers receive reimbursement from the fund. California Teleconnect Fund information can be found at:

<http://www.cpuc.ca.gov/PUC/Telco/Public+Programs/CTF/>

17.2 Any costs incurred by the Service Provider to prepare and submit a proposal in response to this RFP shall be borne solely by the Service Provider. The District shall not be held responsible for any expenses incurred by any potential Service Provider, and no reimbursement shall be made.

18.0 CONTENTS OF THE RFP RESPONSE

18.1 RFPs shall be submitted in 8.5" x 11" format and with tabs separating each section. A complete, concise and well-organized RFP is critical. Excessive written discussion and marketing materials is prohibited. As part of the additional required documents to be submitted in the RFP, the Service Provider's Proposal shall be arranged in the following order:

- Section 1 Cover Letter** - Include a cover letter with a brief description of the Service Provider and statement of interest.
- Section 2 RFP Form** – Insert cost to provide materials and/or services. Read, understand and sign the attached RFP form. The proposal must be signed in the name of the Service Provider and must bear the signature in longhand of the person(s) duly authorized to sign the RFP.
- Section 3 Description of Service Provider** – Include a description of qualifications for your company providing the requested services. Include information regarding the size of the company, location, nature of work performed, and years in this particular business. The Service Provider shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.
- Section 4 Service Provider's Personnel and Staffing Resources** – Submit resume(s) or profiles of the individuals who will be assigned to provide the requested services, including their qualifications and recent related experience providing similar services. Service Provider must submit an operations organizational chart and highlight the key personnel who will be assigned to the District. The Service Provider should state the size of staff, the location from which these services would be performed, and the number/nature of the staff to be employed in this engagement on

a full-time and on a part-time basis. An affirmative statement should be included that the Service Provider and all assigned key professional staff are currently and properly certified or licensed to perform the services and hold all proper business or other required licenses.

Each Service Provider, as part of their proposal submission, shall outline the structure of the management organization to be assigned to the District contract. The outline shall also include resumes, duties, shift times, hours per week, education, work experience for the last three (3) years, licensing, special courses required for the position and areas of control. All listed positions are to be identified on an organizational chart and submitted to the District.

- Section 5 Capacity and Methodology** – Describe how the Service Provider will provide services and fulfill the requirements and expectations of the District and this RFP. Use this section to address the ability of your company to undertake and accomplish the required scope of services while meeting all deadlines including:
- Provide an overview of the implementation project plan including proposed timeline and milestones. This plan will be reviewed and modified with the selected Service Provider once the award is completed.
 - Proven adherence to the engineering, installation and testing procedures of the manufacturers and the municipality.
- Section 6 Experience and References** – Description of past performances of similar service and related experience. The Service Provider must provide references of at least three (3) educational institutions. In addition, three (3) educational Institutions, municipalities or public agencies where they are currently under contract to provide and maintain Fiber Wide Area Network Connection. The reference must include agency's name and contact, address, email and phone number.
- Section 7 Customer Service Commitment** – Describe your ongoing commitment to providing outstanding customer service. Include letters of reference or testimonial including:
- The availability of a service call number that is answered 24 hours a day, 365 days per year for maintenance and trouble calls.
 - The ability to respond to trouble calls in two (2) hours or less.
- Section 8 Fiscal Stability** - Attach under separate cover your most recent audited financial statement.
- Section 9 Detail Point to Point Testing Result** – Tracing printouts
- Section 10 Federal Tax ID Number and FCC Registration Number**
- Section 11 Service Provider's License Number(s).**
- Section 12 Service Provider's DIR Registration Number**
- Section 13 List of Subcontractors, if any** – Include name, complete address, telephone number, email, DIR registration number, license number, license expiration date and type of trade, labor or service.
- Section 14 Sample Invoices** – Include as sample invoice that details all line items, one-time costs, and recurring costs that the District will see on an actual future invoice.
- Section 15 Terms and Conditions and Draft Contract Documents** – Submit draft contract documents with your response to this RFP. Propose terms and conditions as part of your response. All submissions will be subject to the District's approval and may be negotiated before acceptance.

Section 17 Proof of Authorized Distributor and Service Provider

Section 18 Non-Collusion Declaration – Complete and return.

Section 19 Additional Information – Service Providers are encouraged to provide additional information or description of resources pertinent to the RFP.

19.0 EVALUATION AND AWARD OF CONTRACT

19.1 The award of contract, if made by the District, will be based on the District's assessment of qualifications of the Service Provider.

19.2 Written proposals will be initially screened for completeness. Proposals that are not materially complete, in the District's discretion, will not be evaluated further. The remaining proposals will be evaluated using the following criteria, which are not listed in any order of weight or priority:

- Firm Expertise and Qualifications
- Management Capability and Financial Condition
- Technical Competency to Meet the District's Objectives
- Certifications Including California Public Utilities Commission Utility Number
- Price

19.3 All data and information in the written proposal will be subject to verification.

19.4 The District may elect to reject a written proposal or proposals after the written proposal evaluation if, in the District's discretion, the Service Provider(s) is/are incapable of providing proper and satisfactory service in accordance with the District's standards and requirements (including, without limitation, safety standards, financial condition requirements and experience requirements).

19.5 Members of the District's evaluation committee will interview the three lowest Service Providers. The Service Provider's team most directly responsible for managing the contract must be present on behalf of the Service Provider. The Service Provider interview criteria, in no particular order of weight or priority are as follows:

- Qualification and Experience
- Project Management Expertise
- Technical Competency
- Responsiveness during Interview

19.6 The District's evaluation committee will consider the cost portion of the proposal. The District intends to award the contract to one of the three (3) lowest Service Providers, pursuant to Education Code section 81654, who, based on its overall qualifications and cost best satisfy the District's needs and provide the best value.

19.7 The District reserves the right to negotiate final terms, payment schedules/terms and conditions with the three (3) lowest qualified Service Providers.

19.8 The District may elect, in its discretion, to reject any or all proposals after the Service Provider interviews if it determines that the Service Provider(s) does/do not satisfy the District's standards and requirements.

19.9 It is the intent of the District to receive the most cost-effective solution possible, and as such the following Schedule of Criterion will be used, with the contract awarded to the Service Provider with the highest point total:

Point Category	Points Allotted
Total Project Price (including tax)	25
Completeness of Proposed Solution	15
Technical Competency to Complete and Support	15
Proposal Contract Completeness, Compliance with RFP and Legal Requirements	15
Business Stability and Certifications	10
Shortest Point to Point Fiber Path from OEC to DO	10
<u>Service Provider Interview and References</u>	<u>10</u>
Total Possible Points	100