



REQUEST FOR PROPOSALS

FOR

TELECOMMUNICATIONS SERVICE

Web Hosting Service

(2014-02)

Request for Proposals Issued: December 9, 2013

Deadline for Submittal of Proposals: January 9, 2014

Request for Proposals for Telecommunications Service Web Hosting Service

I. OBJECTIVE

The Sacramento City Unified School District (“District”) is seeking proposals from qualified firms to provide Telecommunications Services - Web Hosting Service for both single and multi-year contracts. All services must be provided solely by a single vendor.

Equipment and Services:

- Single sign-on capability to integrate other District web tools that require log-in in a web portal fashion.
- Tools and/or services that assist in the migration of content from old websites to new.
- Provide a simple and timely way to add new school websites and/or replace websites of schools that close at a later date at minimal cost to the District.

A) BID FORM: You must complete the Bid Form (Appendix B).

Requests for Information

Questions related to this RFP should be submitted in writing via electronic mail to erate17@scusd.edu no later than Wednesday, December 18, 2013. Specify "RFP for Web Hosting Service" in the subject line. Responses to all questions received will be posted on the Districts website.

III. SPECIAL CONDITIONS

1. Prices to remain firm through 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 District and documented with new price sheet sent to District.
2. All equipment/services costs must be new and included and identified separately.
3. Any prospective bidder, who contacts any Sacramento City Unified School District Board Member during the RFP process will be disqualified from consideration for the RFP award.
4. Manufacturer must warrant all parts and equipment.

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

1. Vendors must include a reference for a project of equal size and scope that has been completed within the past three (3) years. References from school districts or county offices of education in California are preferred. The following information should be included:

- Job Location
- Contact name and telephone number
- Date of contract
- Project Description
- Equipment/Service Installed

VI.

VIII. ADDITIONAL INSTRUCTIONS & INFORMATION TO BIDDERS

1. PROPOS7s986.4243.651 0 0 1 122.(P): EacTmh proposa TOI shall beTm subm.18 it(P)ttif on form

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.

19. **INSPECTION OF ITEMS FURNISHED:** All items furnished shall be subject to inspection and rejection by the District for defects or non-compliance with the specifications. The cost of inspection on deliveries or offers for delivery which do not meet specifications may be deducted from the contract price.
20. **INABILITY TO PERFORM:** In the event that Bidder is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an act of God, which is not the fault of the Bidder, the Bidder shall not be required to deliver or perform, subject to the following requirements:
 - a. The Bidder shall send written notice to the District of the Bidder's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The Bidder shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by the District or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
 - b. The District may cancel the contract or purchase order, entirely or in part.
 - c. The Bidder shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by the District of a new purchase order or other written instruction.
21. **WARRANTY-PRODUCT**

- c. The party filing the protest must have actually submitted a bid. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue his or her own protest.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District no later than 5:00 p.m., no later than three (3) business days after the deadline for submission of the proposals, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest.
 - g. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
 - h. A "business day", for purposes of this section, means a weekday during which the District's office is open and conducting business.
25. E-RATE PARTICIPATION: The District is participating 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.
26. 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>
27. RIGHT TO TERMINATE: District reserves the right to terminate this Request for Proposals and all documents associated with the Request for Proposals, including but not limited to a Letter of Intent/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 District shall not be responsible for any costs to Bidder/Contractor prior to termination.

APPENDIX B

BID FORM (RFP 2014-02)

**WEB HOSTING SERVICE
FISCAL YEAR 2014-2015**

Vendor Name: _____

Printed Name & Title of Person Authorized to Submit Bid:

Vendor SPIN: _____

Vendor Phone: _____

Response to Request For Proposal # 2014-02 due Thursday, January 9, 2014 before 4:30 PM, the undersigned Bidder agrees to furnish and deliver Website Hosting Services per the specifications. I/We have stated here are



Letter of Agreement
Between
Sacramento City Unified School District and

Pursuant to the terms of Sacramento City Unified School District RFP 2014-02 for Web Hosting Service, (Name of Company) _____ will provide the equipment and services per their proposal effective the date of issuance of Sacramento City Unified School District Purchase Order(s).

(Name of Company) _____ and Sacramento City 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 Sacramento City Unified for E-Rate Year 2014-15, and Sacramento City Unified School District Board of Education approval.

The Sacramento City Unified School District reserves the right to terminate the referenced Request for Proposal (RFP 2014-02) 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 Sacramento City Unified School District shall not be responsible for any costs to Bidder prior to termination.

Sacramento City Unified School District

(Name of Company)

Authorized Representative Signature

Authorized Representative Signature

Date: _____

Date: _____

Name: Ken A. Forrest

Name: _____

Title: : Chief Business Officer

Title: _____

Address: 5735 47th Avenue

Address: _____

Sacramento, CA 95824

Phone: 916-643-9055

Phone: _____

Request for Proposal (2014-02)
Sacramento City Unified School District
Telecommunications Service (Web Hosting)

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature_____

Date_____

Name_____

Title_____

Company_____

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

NONCOLLUSION AFFIDAVIT

**Request for Proposal (2014-02)
Sacramento City Unified School District
Telecommunications Service (Web Hosting)**

State of California)
)ss.
County of)

_____ (Name), being first duly sworn, deposes and says that he is
_____ (title) of the _____ (Name) party making the
attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the
bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not
directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid,
or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by
agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to
fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage
against the public body awarding the contract of anyone interested in the proposed contract; that all statements
contained in the bid are true; y BT1 0 0 1 50.4rihe prenu6(on b)11(eha)8(l)-4(f)-4(f)-4(f)-4(f)-4(f)-49(t)-4(a(en)9(r)-86.22

E-rate Service Provider Contact Information

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