

**REQUEST FOR PROPOSAL
ODEM-EDROY INDEPENDENT SCHOOL DISTRICT
ERATE 2016-2017
SELF PROVISIONED FIBER RFP**

Superintendent: Lisa Gonzales

**DELIVER SEALED PROPOSALS TO:
Odem-Edroy Independent School District
ATTN: David Quesada
One Owl Square
Odem, TX 78370**

**DELIVER ELECTRONIC PROPOSALS TO:
oeisd.bids@oeisd.org**

**REQUIRED WALKTHROUGH
DECEMBER 2, 2015
1:00 PM**

**BID DUE DATE:
January 7, 2016 No Later Than 1:30 PM**

1.0 General Information:

The Odem-Edroy Independent School District is soliciting sealed proposals (RFP) for **self-provisioned fiber run between the district dmarc and 2 existing campuses plus one run from the district dmarc to one new campus.** This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected, and the contractual terms by which the Odem-Edroy Independent School District intends to govern the relationship between it and the selected Vendor. It is the intention of the Odem-Edroy Independent School District to award the contract to the company or companies that appears most advantageous to the District.

Contact Person: David Quesada, Technology Director, 361-368-8121 X280, quesadad@oeisd.org

Hard copy proposals must be received NO LATER THAN 1:30 pm, January 7, 2016 in the District Administration Office located at One Owl Square, Odem, TX 78370.

Envelope must be clearly labeled with the following information:

Name of Bidder

Address of Bidder

2016 Erate RFP

Self-Provisioned Fiber Bid

Bid Due Date

Electronic proposals will be accepted and must be received NO LATER THAN 1:30 pm, January 7, 2016, at oeisd.bids@oeisd.org. Emails must include the following subject line:

2016 Erate RFP - Self-Provisioned Fiber Bid - Bid Due Date

All bidders must attend a mandatory walkthrough on December 2, 2015 at 1:00 PM. Odem-Edroy ISD technology staff will meet vendors at the Odem-Edroy ISD Administration Building, One Owl Square, Odem, TX at 1:00 PM. Bidders will meet Odem-Edroy ISD Technology staff at the Odem-Edroy ISD Administration Building located at One Owl Square, Odem, TX at 1:00 PM.

FAXED PROPOSALS WILL NOT BE ACCEPTED.

1.1 Communication with the Odem-Edroy Independent School District: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Inquiries must be submitted by email to quesadad@oeisd.org and answers will be posted online at <http://goo.gl/27MT75> in the RFP Q&A Page. If a change or clarification to the RFP is made in a substantial manner, an addenda will be posted online. The Odem-Edroy Independent School District will not be bound by oral responses to inquiries or written responses other than the RFP Q&A Page posted above.

Please direct all inquiries to:

David Quesada,
Technology Director
Odem-Edroy Independent School District
One Owl Square
quesadad@oeisd.org

1.2 Award of Proposal: Odem-Edroy ISD reserves the right to award this proposal on an item-by-item basis or a group of items. Odem-Edroy ISD reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal. Should the Odem-Edroy School District determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

1.3 Confidentiality: The information contained in proposals submitted for the Odem-Edroy ISD's consideration will be held in confidence until all evaluations are concluded and an award has been made. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. Odem-Edroy ISD will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law and Erate rules. Bidders should clearly mark any information considered confidential and/or proprietary.

1.4 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

1.5 Debarment: Submission of a signed proposal in response to this solicitation is certification that the bidder (or any sub-vendor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any City, State or Federal department or agency. Submission is also agreement that Odem-Edroy ISD will be notified of any change in this status.

1.6 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in the bidder's proposal.

1.7 Proposal Validity: Unless otherwise specified, all proposals shall be valid for 180 days from the due date of the proposal.

1.8 Errors: Proposals may be withdrawn or amended by bidders at any time prior to the proposal opening. If a significant mistake has been made by an apparent low bidder, the bidder will be given the option of fulfilling the contract at the proposed price or withdrawing the proposal. If an extension error has been made, the unit price will prevail.

2.0 General Terms and Conditions:

2.1 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Vendor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of Odem-Edroy ISD and the Vendor, all of which shall be referred to collectively as the Contract Documents.

2.2 Contract Validity: In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

2.3 Contract Administration: If the Vendor needs clarification of, or deviation from the terms of the contract, it is the Vendor's responsibility to obtain written clarification or approval from David Quesada, Technology Director, Odem-Edroy Independent School District, One Owl Square, Odem, TX 78370, quesadad@oeisd.org

2.4 Litigation: The Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas without reference to its conflicts of laws principles. The Vendor agrees that any litigation action or proceeding arising out of this Contract shall be instituted in a state court located in the State of Texas

2.5 Tax Exemption: The Odem-Edroy Independent School District is a governmental entity and is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments and exempt from state sales tax. The vendor and sub vendor shall quote and shall be reimbursed less these taxes. Upon application, exemption certificates will be furnished when required.

2.6 Equal Opportunity: In the execution of the contract, the Vendor and all sub vendors agree, consistent with Odem-Edroy ISD policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veterans status and to provide reasonable accommodations to qualified individuals with disabilities upon request.

2.7 Independent Vendor: Whether the Vendor is a corporation, partnership or other legal entity, the Vendor is an independent vendor. The manner in which services are performed shall be controlled by the Vendor, however, the nature of the services and the results to be achieved shall be specified by the Odem-Edroy District. The Vendor is not to be deemed an employee or agent of Odem-Edroy ISD and has no authority to make any binding commitments or obligations on behalf of Odem-Edroy ISD except as expressly provided herein.

2.8 Indemnification: The Vendor agrees to be responsible for, and to protect, save harmless, and indemnify Odem-Edroy ISD and its employees from and against all loss, damage, cost and expense (including attorneys fees) suffered or sustained by Odem-Edroy ISD or for which Odem-Edroy ISD may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Vendor or any sub vendor under this agreement.

2.9 Quantities: The quantities shown on this request are based on estimated needs. Odem-Edroy ISD reserves the right to adjust quantities to meet actual needs.

2.10 Payment: It is the District's desire to use **Service Provider Invoicing** for all services and equipment related to this RFP. If a vendor is unable or unwilling to provide Service Provider Invoicing, vendor must notify district in the response to this RFP. Payment will be made upon receipt of correct invoice for goods that have been delivered, installed and accepted. A vendor may submit an invoice for partial installation. All materials must be installed, inspected and approved by Odem-Edroy ISD prior to final payment. If materials are damaged during installation vendor must replace product with like product prior to final payment.

2.11 Cancellation: Odem-Edroy ISD reserves the right to cancel this contract without pecuniary risk or penalty upon written notice of the intent. The board reserves the right to cancel this contract upon written notice of the intent. If at any time the vendor fails to fulfill or abide by the terms, conditions, or specifications of this contract, Odem-Edroy ISD reserves the right to cancel upon thirty days written notification of the intent.

3.0 Insurance:

3.1 Liability Insurance: **Vendor MUST provide evidence of liability and workers comp insurance with this proposal.** Odem-Edroy ISD retains the right of approval for insurance coverage. Odem-Edroy ISD shall be named as an Additional Insured on the Commercial General Liability insurance. Certificates of Insurance for all of the above insurance shall be filed with the Odem-Edroy ISD. Certificates shall be filed prior to the date of

performance under this Agreement.

3.2 Bond If the proposal is in excess of \$50,000, a payment bond in the amount of the proposal is required and must be submitted with this proposal in order to be considered. For a proposal in excess of \$100,000 a performance bond shall be executed in the amount of the contract conditioned on the faithful performance of the work according to the plans, specifications, and contract documents.

4.0 Evaluation Process:

Odem-Edroy ISD will award the contract to the responsible service provider who best meets the needs of the District. To determine this service provider, Odem-Edroy ISD will apply the best value concept.

Evaluation Criteria will include:

1. Purchase price.
2. The reputation of the vendor and of the vendor's goods and services.
3. The quality of the vendor's goods or services.
4. The extent to which the goods or services meet the District's needs.
5. The vendor's past relationship with the District.
6. The impact on the ability of the District to comply with laws relating to historically underutilized businesses.
7. The total long-term cost to the District to acquire the goods or services.
8. Other relevant factors as listed below
 - a. The ability, capacity, and skill of the service provider to provide the service and support as described.
 - b. The service provider's familiarity with Odem-Edroy ISD requirements. The service provider's character, integrity, reputation, judgment, experience, and efficiency.
 - c. Vendor's attendance at mandatory walkthrough
 - d. Attendance at mandatory walkthrough.
 - e. Performance on previous purchases or contracts with the Odem-Edroy ISD.
 - f. A solution that can interface and integrate with existing systems and equipment.
 - g. Vendors must have a current valid Service Provider Identification Number (SPIN) and have a relationship with in good standing with FCC/USAC/SLD.

5.0 Confidential Information:

Bidders are advised that materials contained in their proposals are subject to the Public Information Act and may be viewed and/or copied by any member of the public, including news agencies and competitors.

Odem-Edroy ISD reserves the right to reject any or all proposals received, or to award a contract on the basis of initial offers received without discussions or clarifications. Therefore, the proposal should contain the vendor's best price and technical response based on the RFP.

6.0 Odem-Edroy ISD District Obligations:

Odem-Edroy ISD accepts no obligations for costs incurred by vendors responding to this RFP or on being awarded the contract. Odem-Edroy ISD reserves the right to select a proposal without discussion with the vendors. It is understood that proposals shall become part of The Odem-Edroy ISD's official files. Retention of these proposals does not obligate Odem-Edroy ISD to any action. Odem-Edroy ISD reserves the right to

reject any and all proposals received.

7.0 References:

Bidders must provide a list of three references including company name, contact name, address, telephone number, and email address. References should be companies or institutions that have purchased and installed items for a project similar in scope.

8.0 Default Conditions:

If the contracted service provider breaches any provision, becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors, Odem-Edroy ISD will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate this contract with five days written notice to the service provider.

Odem-Edroy ISD will then be relieved of all obligations, except to pay the value of the service provider's prior performance (at not exceeding the contract rate). The service provider will be liable to Odem-Edroy ISD for all cost exceeding the contract price that Odem-Edroy ISD incurs in completing or procuring the service as described in this document. Odem-Edroy ISD's right to acquire strict performance of any obligation in this contract will not be affected by any previous waiver, forbearance or course of dealing.

NON-COLLUSIVE BIDDING CERTIFICATE- RETURN THIS PAGE

By submission of this proposal, the bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with another bidder or with any competitor;
 - b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
 - c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;
 - d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.
- a) THE FAILURE TO SIGN THIS CERTIFICATE MAY BE CAUSE FOR YOUR BID TO BE REJECTED.**

Company Name: _____

Authorized Signature: _____

Title: _____

Date: _____

Bid Felony Conviction/Debarment Notice Form

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states that "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before termination of the contract. This notice is not required of a publicly-held corporation.

Company Name: _____

_____ My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

_____ My firm is not owned or operated by anyone who has been convicted of a felony.

_____ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s) _____

Details of Conviction (s) _____

Signature of Company Official: _____ ++ _____

Printed Name: _____ Title: _____

I hereby further certify that my company has not been disbarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register Rules and Regulations.

Signature of Company Official: _____

Printed Name: _____

Title: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

9.0 Services and Equipment Sought

The district is seeking bids for the three (3) self-provisioned fiber installations at the following locations as per the 2016 E-rate Category 1 Eligible Services List.

- A. Replace existing fiber run between the District demarc (located at the current Odem-Edroy High School) and Odem-Edroy Elementary School. This run is approximately 800 feet and will require 10 Gig multi-mode fiber. This cable will be installed in existing conduit.**
- B. Replace existing fiber run between the District demarc (located at the current Odem-Edroy High School) and Odem-Edroy Junior High School. This run is approximately 250 feet and will require 10 Gig multi-mode fiber. This cable will be installed in existing conduit.**
- C. New fiber run between the District demarc at Odem-Edroy High School and the new Odem-Edroy High School. This run is approximately 1450 feet and will require 10 Gig single-mode fiber. This cable will be installed in NEW conduit.**

10.0 Odem-Edroy ISD Responsibilities

- 1. Odem-Edroy ISD will provide access during the progress of the installation to allow the vendor and its employee's access to the premises at all reasonable hours or at such hours as the school district and vendor may agree.
- 2. It is understood that the vendor will not be held accountable for any delays caused/permitted Odem-Edroy ISD.
- 3. If the purchase is being made on an E-rate funded equipment or service and Odem-Edroy ISD does not receive the full amount of requested E-rate funding, the applicant has the discretion to nullify and cancel the contract.

11. Vendor's Responsibilities

- 1. The vendor must provide all supervision, labor construction tools, equipment, hardware, wiring materials as specified, transportation, construction, unloading inspecting, keeping inventory, as specified in attached contract documents. Whenever in the RFP the terms "provide," "furnish," "supply," or "install," etc. can be interpreted as requiring the vendor both to furnish and/or install materials, unless specifically notified that provisioning/installation of the materials will be handled by the School District.
- 2. Provide for the installation of all conduits and sleeves through firewalls as required meeting codes.
- 3. Install the wire, cable, and any associated hardware in accordance with the manufacturer's specifications.
- 4. Conduct tests and inspections in the presence of the School District personnel after installation has been completed in order that the School District may be assured that the requirement for the installations are met.
- 5. The vendor will promptly correct all defects for which the vendor is responsible.

6. The Vendor must coordinate all work with the School District's contact. This contact will be designated at a future date, before the commencement of the installation.
7. Upon completion of the work each day, the vendor must remove all tools, equipment, rubbish and debris from the premises and must leave the premises clean and neat.
8. Vendors may use subcontractors to perform work. However, all responsibilities rest with the vendor.
9. The vendor will provide the School District with complete detailed test results as outlined in this RFP. The test results must be delivered to the School District prior to payment.
10. The vendor shall describe and provide a written document of the appropriate product and cable plant warranty periods and conditions.
11. Access to buildings with children for connection of MDF's to IDF's will occur with proper notification with David Quesada, Technology Director.
12. The vendor shall describe services procedures.