



SINTON INDEPENDENT SCHOOL DISTRICT

322 S. Archer
Sinton, Texas 78387
(361) 364-6800 * FAX (361) 364-6905

RFP

The Sinton Independent School District (SISD) is soliciting proposals for:

E-Rate Year 2019 – Category 1

Data Transmission Services and Internet Access

#205906-19-001 – Leased Lit Fiber

All proposals are contingent upon the approval of an applicable E-Rate Discount.

The Universal Service Discount program, commonly known as E-Rate, administered by the Universal Service Administrative Co. (USAC) for the Federal Communications Commission will fund these Request for Proposals. These proposals will be funded only if approved by the Schools and Libraries Division, and if the Universal Service Administrative Company appropriates the funds. Funding, if available, will not be expected until, or after July 1, 2019 through June 30, 2020.

Copies of this RFP may be requested by emailing at technology@sintonisd.net, or may be accessed on the District Web Page at <http://www.sintonisd.net/wp/index.php/e-rate-headquarters/>

Be aware that the selection process is competitive; please respond factually to the identified requirements. All proposals will be treated as confidential sources. Vendors may submit quotes by mail or email. All vendors will be notified of acceptance or rejection.

Details of RFP

#205906-19-001 – Leased Lit Fiber

- Sinton ISD is seeking bids to connect 1 campus to the Administration building via High Speed fiber with speeds of at least 10 Gigabits per second. Accepting proposals based on a 24 month term.
 - From Administration Bldg, 322 S. Archer, to Smith Middle School, 1000 S. San Patricio
- Bidders should be prepared to take their own measurements during a recommended walkthrough. All bids should include conduit (minimum of 2", coiled tubing), labor to bury the cable a minimum of 24" (or by city ordinance), fiber patch panels, and termination. Bids should also include fiber patch cables sufficient to connect the fiber to switches at the building MDFs and hardware to light the fiber at the switches.

All Solutions must include E-rate approved items

No hidden fees will be incurred by Sinton ISD

Subject to E-Rate funding approval

INSTRUCTIONS TO VENDORS

GENERAL

The following instructions by the Sinton Independent School District are intended to afford Vendors an equal opportunity to participate in the contract. Any explanation desired by a Vendor regarding the meaning or interpretation of these instructions or any other proposal documents must be requested in writing to SISD, with sufficient time allowed for a reply to reach vendors before the submission of their proposals.

Oral explanations or instructions will not be binding. Any information given to a prospective vendor concerning an invitation will be furnished to all prospective vendors as an amendment to the invitation if such information is necessary to vendors in submitting proposals or if the lack of such information would be prejudicial to uninformed vendors.

SPECIFICATIONS

Vendors are expected to examine the specifications, standard provisions and all instructions. Failure to do so will be at the vendor's risk. Proposals submitted on other than authorized forms or with different terms or provisions may not be considered as responsive proposals.

INFORMATION REQUIRED

Vendors must demonstrate that products meet the specifications as stated. If the vendor is recommending an alternate product(s) or service(s) to those listed in this RFP, the vendor must provide written documentation proving that the alternate product(s) or service(s) meet or exceed the specifications of the requested product(s) or service(s). The written documentation must include the alternate manufacturers specification and data sheets as well as a detailed comparison of the specified and the alternate product(s) and service(s). This documentation must be provided with vendor proposal no later than the corresponding due date and time.

Each Vendor shall furnish the information required by the Proposal documents. The vendor shall sign the Proposal Sheet and, when appropriate, the specifications, which documents shall collectively constitute the vendor's offer. The person signing the documents must initial erasures or other changes. Proposals signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to SISD.

(a)The vendor should quote its lowest and best price, F.O.B. destination, on each item. If delivery and shipping quantities affect a unit Proposal price, multiple proposals may be made so as to indicate "price break" quantities in order for SISD to determine maximum economic benefits. Pricing should include packaging and transportation unless otherwise specified. All prices shall be entered on the proposal list in ink or typewritten. Totals shall be entered in the "Extended Price" column of the proposal list, and in case of discrepancy between the unit price and the extended total price, the unit price will be presumed to be correct.

(b)Proposals must be firm. If the vendor, however, believes it necessary to include in its price a price adjustment, such a proposal may be considered, but only as an alternate proposal.

(c)SISD is exempt from federal excise taxes, state and local sales and use taxes.

(d)Time of delivery is part of the proposal and very important. The required delivery date indicated is at point of destination. If the indicated date cannot be met or a date is not indicated in the specifications, the vendor shall state its best delivery time.

SUBMISSION OF PROPOSALS

Vendors may submit proposals/quotes by mail, email or submit in person. Proposals/quotes delivered or mailed should be submitted in an envelope marked on the outside with the Vendor's name and address and Proposal number addressed to:

Sinton Independent School District
Technology Department
322 S. Archer
Sinton, Texas 78387

RFP #205906-19-_____

Proposal Due Date: March 8, 2019

Email to: technology@sintonisd.net

Proposals must be returned in sufficient time to be received and time stamped at the above location on or before the published proposal due date and time shown on the RFP. Proposals received after the published time and date cannot be considered. FAX proposals will not be accepted.

MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by written notice received by SISD prior to the date specified for receipt of proposals. A proposal may also be withdrawn in person by a vendor or his authorized representative prior to the proposal deadline; provided the vendor's identity is made known and he or she signs a receipt for the proposal.

OPENING PROPOSALS

All proposals shall be opened as soon after the proposal deadline as is reasonably practicable. Trade secrets and confidential information contained in proposals shall not be open for public inspection.

EVALUATION FACTORS

SISD will award contracts based upon the lowest responsible proposal, price and other factors considered. Contracts may be awarded on a lump sum basis or on a unit price basis, provided that in the event a contract specifies a unit price basis, the compensation paid by SISD shall be based upon the actual quantities supplied. In determining the "lowest responsible" proposal, SISD may consider, in addition to price, other factors such as compliance with the proposal documents, delivery requirements, additional features offered, suitability of product, costs of maintenance and operations, training requirements, warranties, availability of repairs or other services, past performance of the vendor, other factors contributing to the overall costs, both direct and indirect, related to an item, and compliance with SISD's Affirmative Action policies and goals. In the event identical proposals are submitted which are determined by SISD to be the lowest responsible proposals, the successful vendor shall be selected by the casting of lots.

RESERVATION OF RIGHTS

SISD expressly reserves the right to:

- (a) Reject or cancel any or all proposals;
- (b) Waive any defect, irregularity or informality in any proposal or proposal procedure;
- (c) Waive any informalities, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is improved or not impaired;
- (d) Extend the proposal opening time and date;
- (e) Re-issue a proposal invitation;
- (f) Consider and accept an alternate proposal as provided herein when most advantageous to SISD;
- (g) SISD has the right to cancel the contract with a thirty day written notice; and
- (h) Procure any item or services by other means.

ACCEPTANCE

Acceptance of a vendor's offer for supply agreements, will be by purchase order issued by SISD. Subsequent purchase orders and release orders may be issued as appropriate. Unless the vendor specifies otherwise in his proposal, SISD may award the contract for any item or group of items shown on the proposal invitation.

STANDARD PURCHASE TERMS AND CONDITIONS

Vendor and SISD agree as follows, (if applicable):

VENDOR TO PACKAGE GOODS

Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows:

- (a) Vendor's name and address;
- (b) SISD's name, address and purchase order and purchase release number;
- (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and
- (d) The number of the container bearing the packing slip. Vendor shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. SISD's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

SHIPMENT UNDER RESERVATION PROHIBITED

Vendor is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

TITLE AND RISK OF LOSS

The title and risk of loss of the goods shall not pass to SISD until it actually receives and takes possession of the goods at the point(s) of delivery. The terms of this RFP are "no arrival, no sale."

NO REPLACEMENT OF DEFECTIVE TENDER

Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality, fitness or use and the like. If a tender is made which does not fully conform, such failure shall constitute a breach of the contract, and vendor shall not have the right to substitute a conforming tender; provided, however, that if the time for performance is not yet expired, the vendor may seasonably notify SISD of its intention to cure and may then make a conforming tender within the contract time.

INVOICES AND PAYMENTS

Vendor must submit invoices in accordance with the E-Rate program. Upon the approval of funding, on or about **July 1, 2019**, SISD may be invoiced for the balance due. Vendor shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number and the RFP number. Invoices shall be itemized. A copy of the bill of lading should be attached to the invoice and mailed to SISD at the address specified on the purchase order. Payment shall not be due until the above instruments are submitted after delivery. All prices shall be F.O.B. destination.

WARRANTY PRICE

The price to be paid shall be that contained in the vendor's proposal which vendor warrants being no higher than vendor's current prices on orders by others for products of the kind and specification covered by this RFP for similar quantities under similar or like conditions and methods of purchase.

In the event vendor breaches this warranty, the prices of the items shall be reduced to the vendor's current prices on orders by others, or in the alternative, SISD may cancel this RFP without liability to vendor for breach for vendor's actual expenses.

WARRANTY PRODUCT

Vendor shall not limit or exclude any implied warranties, and any attempt to do so shall render this RFP voidable at the option of SISD. Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the proposal documents, and to the sample(s) furnished by the vendor, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

WARRANTY SAFETY

Vendor warrants that the product sold to SISD shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, SISD may return the product for correction or replacements at the vendor's expense. In the event vendor fails to make the appropriate correction within a reasonable time, correction may be made by SISD at the vendor's expense.

WARRANTY INFRINGEMENTS

Vendor agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement or the like. If vendor is of the opinion that an infringement, or the like, will result, he will notify SISD to this effect in writing within two weeks after the signing of this RFP. If SISD does not receive notice and is subsequently held liable for the infringement or the like, vendor will indemnify SISD for any damages due to such claim. If vendor in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this RFP shall be null and void except that SISD will pay vendor for the reasonable cost of his search as to infringements.

TERMINATION

SISD shall have the right to terminate for default all or any part of its RFP if vendor breaches any of the terms hereof or if the vendor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which SISD may have in law or equity, specifically including, but not limited to, the right to sue for damages or demand specific performance. SISD additionally has the right to terminate this RFP without cause by delivery to the vendor of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

ASSIGNMENT DELEGATION

No right or interest in this RFP shall be assigned or any obligation delegated by vendor without the written permission of SISD.

INTERPRETATION

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this RFP shall not be relevant to determine the meaning of this RFP even though the accepting party has knowledge of the performance and opportunity for objection.

APPLICABLE LAW

This RFP shall be governed by the Uniform Commercial Code as adopted in the State of Texas and in force on the date of this RFP.

REQUEST FOR PROPOSAL STANDARD PROVISIONS

Vendor and SISD agree as follows:

- 1 Term. The term of this contract shall be from **July 1, 2019 through June 30, 2021**.
- 2 Description - Sale of Goods. Vendor shall transfer and deliver to SISD and shall pay for and accept all of SISD's requirements during the referenced term of the contract for all of the items listed and described on the proposal.
- 3 Release Order, if applicable. SISD shall exercise its right to specify time, place, and quantity to be delivered. The release order will refer to this RFP and will specify the item, quantity, delivery date, and receiving address.
- 4 Default In One Installment To Constitute Total Breach. Each installment or lot of this contract is dependent on every other installment or lot, and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole contract and constitutes a total breach of the contract as a "whole".
- 5 Replacement of Merchandise. Any merchandise rejected must be corrected or replaced by suitable merchandise within two (2) weeks, at no charge to SISD, or a replacement will be bought in the open market and any costs incurred including additional costs over and above the proposal price will be the responsibility of the vendor.
- 6 Price Adjustment. All goods to be delivered pursuant to the terms of this RFP, including any extensions thereof, shall be purchased at the prices set forth on Vendor's Proposal Sheet.

SPECIAL TERMS AND CONDITIONS

DESCRIPTION OF CONTRACT:

TERM OF CONTRACT: The term of this contract is from **July 1, 2019 through June 30, 2021**.

DELIVERY OF GOODS: Delivery must be on or after **July 1, 2019** for e-rate funded purchases.

PRICE INCREASES: Prices for this type of contract are firm for the term of this contract. Prices may be decreased at any time after award. Throughout the term of the contract, charges shall not exceed the contract prices. If prices are affected by statute, regulation, administrative or judicial order, vendors may not include additional costs in billing to the end user. Vendors must first provide SISD written justification for increase and SISD must make a determination of applicability of the increase to the contract. In the event a vendor offers or provides a decrease in rates to its customers or potential customers for the same services provided for SISD pursuant to its contract, the vendor must provide the same decrease in rates for SISD. It is recommended that the vendor provide said rate decreases voluntarily. If SISD learns of a decrease in rates from a source other than the vendor, the vendor shall credit SISD with the difference between SISD's contracted rate and the decreased rate from the date of said decrease or the vendor's contract will be subject to cancellation at the discretion of SISD. Any charges not proposed but required to make this service viable will be considered a hidden cost and will be provided by the vendor at no additional cost to SISD for the term of the contract.

RATES FOR SISD: Proposals must include specific unit rates for SISD, price extensions, and specific one-time costs. Pricing provided by a vendor's schedules of services will not be considered as a responsible bid.

PRICING: Pricing must be valid for district purchases prior to e-rate funding.

FUNDING OUT: Any purchase order, including a blanket purchase order, is contingent upon the continued appropriation of funding.

SPIN: Vendor must have an E-rate Service Provider Identification Number (SPIN).

QISV: Vendor must be State of Texas QISV approved.

INVOICE AND BILLING: All invoicing and billing shall be done as per e-rate rules and regulations.

HISTORICAL INFORMATION: Vendor must supply historical information about the company included in the proposal.

POINT OF CONTACT: Vendor contact names, addresses, phone numbers and fax numbers are listed at the end of the contract.

ORIGINATION OF ORDERS: Vendor will retain all responsibility for quality and continuity of service even if a subcontractor is used.

NON ERATE PURCHASING: SISD may elect to purchase items proposed in any quantity any time after the award of the contract through June 30, 2019.

AUTHORIZATION

Proposal Description: _____

Vendor Name: _____

In submitting **RFP#205906-19-**_____, I certify as follows:

1. The prices in this Proposal have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other Vendor or with any competitor.

2. I have read each of the Proposal documents outlined in the RFP and agree to abide by the terms and conditions thereof

DATED this _____ Day of _____, _____.

Name of Firm: _____

Signature: _____

Name Typed: _____

Title: _____

Firm Address: _____

City: _____ State: _____ ZIP Code: _____

Phone Number: _____ FAX Number: _____

S.S. or Fed ID# _____

SPIN Number _____ QISV Number _____

REFERENCES

Vendor must submit a minimum of three (3) references (preferably educational references) of existing customers utilizing Category 1 – Data Transmission Services and/or Internet Access (within Texas) requested on this RFP, and specify the length of service for each.

**SINTON INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT**

Felony Conviction Notification

Texas Education Code, Section 44.034, Notification of Criminal History Subsection (a) states “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.”

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 the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge:

Vendor’s Name:

Authorized Company Official’s, Name
(printed):

Please check off one box and sign the form in the appropriate space(s)

- My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable
- My firm is **NOT** owned **NOR** 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: _____

Signature of Company Official: _____

Date: _____

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS

COUNTY OF SAN PATRICIO

Affiant, _____ being first duly sworn, deposes:

By submission of this proposal, the undersigned certifies that:

- (1) Affiant does neither the proposer nor any of proposer's officers, partner, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other proposer or potential proposer any money or other valuable consideration for assistance in procuring or attempting to procure a contact or fix the prices in the attached proposal or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to SISD or any of its officials or employees, any of the terms or provisions set forth in their request for proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not, attempt to lobby, directly or indirectly, the Sinton Independent School District Board of Trustees between proposal submission date and award by the Sinton Independent School District Board of Trustees.
- (4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Sinton Independent School District.

The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any person signing in his/her behalf.

Signature/Title _____
Printed Name _____
Company Name _____
Date: _____

SINTON INDEPENDENT SCHOOL DISTRICT

322 S. Archer - Sinton, Texas 78387

HOLD HARMLESS AGREEMENT

The Contractor shall defend, indemnify, and save whole and harmless, Sinton Independent School District and all of its officers, agents and employees from and against all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of any agent, employee, subcontractor or supplier of Contractor in the execution or performance of this contract.

The Contractor shall also defend and indemnify the Sinton Independent School District against claim by any subcontractor, supplier, material man or mechanic for payment of work or materials provided on behalf of the Contractor in the performance of the services and all such claimants shall look solely to Contractor and not Sinton Independent School District for satisfaction of such claims.

This hold harmless agreement shall be binding upon the undersigned and his heirs and assigns.

Dated this _____ day of _____, 2019

(Signature)

(Printed Name)