

**REQUEST FOR PROPOSAL George West
INDEPENDENT SCHOOL DISTRICT
ERATE 2021-2022**

**Leased Lit Fiber Service with Internet Access
Wireless Network Upgrades, Basic
Maintenance of Internal Connections, and
Managed Internal Broadband Services**

Superintendent: Dr. Roland Quesada

**DELIVER SEALED PROPOSALS TO:
George West Independent School District
ATTN: Deanna Blackwell
913 Houston Street
George West, TX 78022**

**DELIVER ELECTRONIC PROPOSALS TO:
dblackwell@gwisd.us**

**BID DUE
DATE:**

February 15, 2021 No Later Than 1:00 PM

**BID OPENING
February 15, 2021 at 3:30 PM
George West ISD Administration
Building
913 Houston Street
George West, TX 78022**

1.0 General Information:

The George West Independent School District is soliciting sealed proposals for leased lit fiber service with Internet access (Internet access delivered via fiber transport), wireless access points, a wireless controller, basic maintenance of internal connections, managed internal broadband service and network cabling. Section 9.0 describes the scope of work being requested in detail. 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 George West Independent School District intends to govern the relationship between it and the selected Vendor. It is the intention of the George West Independent School District to award the contract to the company or companies that appear most advantageous to the District. Contact Person: Deanna Blackwell, Technology Director, 361-449-1914 extension 1011, dblackwell@gwisd.us.

Proposals are due on February 15, 2021 no later than 1:30 PM.

Proposals may be hand delivered to the District Administration Office located at 913 Houston Street, George West, TX 78022..

**Proposals may be mailed to the following address
George West Independent School District
Attn:Deanna Blackwell,
913 Houston Street, George West, TX 78022**

**Envelope must be clearly labeled with the following information
Name of Bidder
Address of Bidder
Erate Funding Yr 2021 - C1 and C2
Bid Due Date: February 15, 2021**

**Electronic proposals may be emailed to dblackwell@gwisd.us
Emails must include the following subject line:
Erate Funding Yr 2021 - C1 and C2**

FAXED PROPOSALS WILL NOT BE ACCEPTED.

1.1 Communication with the George West Independent School District:

It is the responsibility of the bidder to inquire about any requirements of this RFP that are not understood. Inquiries must be submitted by email dblackwell@gwisd.us and answers will be posted online at <https://bit.ly/36xgWX0>. The deadline for submitting questions is February 8, 2021. The question and answer document will be uploaded to the Form 470 in the EPC no later than February 9, 2021. If a change or clarification to the RFP is made in a substantial manner, addenda will be posted online. The George West 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: Deanna Blackwell Technology Director George West Independent School District dblackwell@gwisd.us 361.449.1914 ext 1011.

1.2 Award of Proposal:

George West ISD reserves the right to award this proposal on an item-by-item basis or a group of items. George West 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 George West 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 George West 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. George West 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 including but not limited to the Federal Communications Commission (FCC) and the Universal Services Administration Company (USAC). Submission is also an agreement that George West 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 beginning on 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 the 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 George West 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 Deanna Blackwell, Technology Director, George West Independent School District, 913 Houston Street, George West, TX, dblackwell@gwisd.us.

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 George West 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 George West 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 George West Independent School District. The Vendor is not to be deemed an employee or agent of George West ISD and has no authority to make any binding commitments or obligations on behalf of George West ISD except as expressly provided herein.

2.8 Indemnification:

The Vendor agrees to be responsible for, and to protect, save harmless, and indemnify George West ISD and its employees from and against all loss, damage, cost and expense (including attorneys fees) suffered or sustained by George West ISD or for which George West 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. Vendors may bid lesser or greater quantities based on the performance specifications and expectations of the equipment they are bidding. George West 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, the vendor must notify the district in the response to this RFP. Payment will be made upon receipt of a 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 George West ISD prior to final payment. If materials are damaged during installation, the vendor must replace the product with like product prior to final payment.

2.11 Cancellation:

George West 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, George West ISD reserves the right to cancel upon thirty days'

written notification of the intent.

3.0 Insurance: 3.1 Liability Insurance: Vendors bidding on this project must provide evidence of liability and workers comp insurance with this proposal. George West ISD retains the right of approval for insurance coverage. George West 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 George West ISD. Certificates shall be filed prior to the date of performance under this Agreement.

4.0 Evaluation Process: George West ISD will award the contract to the responsible service provider who best meets the needs of the District. To determine this service provider, George West ISD will apply the best value concept. Evaluation Criteria will include:

- Purchase price of Erate eligible goods and services.
- The reputation of the vendor and of the vendor's goods and services.
- The quality of the vendor's goods or services.
- The extent to which the goods or services meet the District's needs.
- The vendor's past relationship with the District.
- The impact on the ability of the District to comply with laws relating to historically underutilized businesses.
- The total long-term cost to the District to acquire the goods or services.

4.1 Disqualification Factors

- Red-light status with FCC
- Debarment (see Section 1.5)
- Invalid or no Service Provider Identification Number (SPIN)

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. George West 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 George West ISD Obligations: George West ISD accepts no obligations for costs incurred by vendors responding to this RFP or on being awarded the contract. George West ISD reserves the right to select a proposal without discussion with the vendors. It is understood that proposals shall become part of George West ISD's official files. Retention of these proposals does not obligate George West ISD to any action. George West 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, a 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, George West 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. George West ISD will then be relieved of all obligations, except to pay the value of the service provider's prior performance (not exceeding the contract rate). The service provider will be liable to George West ISD for all cost exceeding the contract price that George West ISD incurs in completing or procuring the service as described in this document. George West 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.

ERate Contract Terms:

The contract may be subject to George West ISD receiving ERate funding in the form of a funding commitment decision letter in the amount requested. Prices must be held firm for the duration of the ERate 2021 funding cycle ending June 30, 2022 or until all work associated with the project(s) are complete (including any SLD approved extensions). The work shall be subject to the following conditions:

1. Only applicants holding a valid Service Provider Identification Number (SPIN) are eligible to respond to this RFP. Entities holding "Red-Light Status" with the FCC or are under any state of debarment as stated in the "Debarment" section listed **above are not eligible** to respond to this RFP and no proposals submitted by such entities will be considered.
2. George West ISD expects the proposer/Service Provider to make themselves thoroughly familiar with any rules and regulations regarding the ERate program.
3. All contracts entered into as a result of this RFP may be contingent upon the specific funding of the FRN at the percentage rate submitted for.
4. Once a funding commitment decision letter has been issued the maximum percentage George West ISD will be liable for is the pre-discount amount minus the ERate funded amount.
5. No Category 2 installation work can take place before April 1, 2021. Category 1 Services are expected to begin on July 1, 2021.
6. In the event of questions during the ERate audit process, the successful vendor is expected to reply within 3 days to questions associated with their proposal(s).
7. George West ISD reserves the right to deny any or all proposals associated with this RFP, even after ERate funding approval.
8. George West ISD reserves the right to fund, or partially fund (proceed with project or purchase) regardless of ERate approval.

9.0 Scope of Work

Leased Lit Fiber Including Internet Access

- **The District is seeking bids for leased lit fiber service that includes Internet access (Internet access delivered via fiber transport)**
- **Bidders should bid on bandwidths of 1 Gig, 2 Gigs, and 5 Gigs.**

- Service should be delivered to the District demarcation located at **1013 Houston Street, George West, TX.**
- The District reserves the right to increase and/or decrease bandwidth to stated levels throughout the term of the agreement without penalty.
- The District will consider 2 year, 3 year and 5 year contracts.
- All bids should include installation and initial configuration if applicable.

Wireless Access Points

- **The District is seeking bids for the purchase, installation and initial configuration of a total of 60 wireless access points in the following amounts.**
 - **Fifty (50) or more 802.11ac WAPs such as the Unifi AP AC Pro.**
 - **Ten (10) or more 802.11ac Wave 2 WAPS such as the Unifi AP AC HD**
- It is our current belief that 60 WAPs will be sufficient to meet our needs. However, bidders are encouraged to bid more or fewer WAPs based on the expected performance of the WAPs they are bidding.
- Bids should include all necessary auxiliary hardware and software to put the WAPs into service in our network environment such as mounting brackets and licenses.
- Note: All WAPs will be installed on new Cat6 cabling. See Network Cabling section below.

Wireless Controller

- **The District is seeking bids for the purchase, installation and configuration of one (1) wireless controller such as the Unifi Dream Machine Pro (UDM-Pro).**
- Bidders should bid on a controller that is compatible with the WAPs that they bid.
- Bids should include all necessary auxiliary hardware and software required to put the device into service in our network environment such as SPFs, patch cables, racks and licenses.

Network Cabling

- **The District is seeking bids for the installation, termination, and testing of 60 or more network cable drops for new access points.**
- Bids should include all necessary auxiliary hardware required to put the drops into service in our network environment.

Basic Maintenance of Internal Connections

- **The District is seeking bids for basic maintenance and technical support appropriate to maintain reliable operation of eligible equipment listed below.**
- Bids should include the following;
 - One-hundred-fifty (150) hours of repair and upkeep (to cover actual labor and break-fix cost) of eligible hardware,
 - configuration changes,

- basic technical support including online and telephone-based technical support, and
 - Software upgrades and patches including bug fixes and security patches.
- With the exception of standard fixed priced offerings such as software upgrades, patches and technical assistive tools, basic maintenance services will be paid only for actual work performed or for hours of labor actually used.
- The following shall NOT be included:
 - Manufacturer's extended warranty,
 - Unbundled Warranties, including prepaid retainers for service that may not actually need to be performed,
 - On-site technical support (i.e. contractor duty station at the applicant site) when off-site technical support can provide basic maintenance on an as needed basis
 - Services such as network management and 24-hour monitoring,
 - Help desks that provide a comprehensive level of support beyond basic maintenance of only eligible components, and
 - Technical support contracts that are for more than basic maintenance.
- The District recognizes that many support products include both eligible and ineligible services. Bidders should clearly indicate which portions of their bids are Erate eligible and/or what percentage of the product being offered is eligible.
- List of Equipment to Be Covered
 - Five (5) HPE OfficeConnect 1920 Series switches - model JG928A
 - Two (2) HP 5500 Series switches - model JG542A
 - One (1) HP V1910 switch - 3CRBSG5293 - JE009A
 - One (1) HP E8212 zl switch - J9091a
 - One (1) HP 2530-24 PoE+ switch - J9779A

Managed Internal Broadband Services

- **The District is seeking bids for the service and leased equipment required to provide a managed wireless intelligence platform such as the Wyebot Wireless Intelligence Platform.**
- Bidders should bid on a platform that provides W-LAN monitoring that includes,
 - Automated problem and solution identification,
 - Historical forensics, and
 - Wired and wireless network testing
- The service must provide support for Unifi WAPs
- Bidders should bid on five (5) wireless sensors such as the sensors used in the Wyebot system.
- If there are both eligible and ineligible services and/or equipment on a bid, bidders should clearly indicate what percentage is eligible.

- Bidders should bid on a one service/lease agreement.

Brands:

Brand names that are included in this proposal request are for descriptive purposes, to indicate the quality, design and utility desired. These specifications are not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in this proposal request. Each proposer shall indicate the manufacturer's name and model number of the brands being proposed.

Or Equal:

Whenever any materials, apparatus, equipment of process is indicated or specified by patent or proprietary name and/or manufacturer, the name so indicated shall be deemed and constructed to be followed by the words, "or approved equal or greater". If an "or equal or greater" is proposed, the proposer will specify what brand, grade, model, etc. of any proposed substitute. The proposer must also provide a specification sheet and picture of the proposed product. The proposer shall clearly state any differences on the proposal sheet, not on an attachment of any kind. George West ISD shall determine if the substitution is an equal or greater product after reviewing these items.

Substitutions:

Substitutions of brands after the award are not allowed unless prior approval from George West ISD has been received. Substitutions must be submitted to George West ISD 30 days prior to substitution. If an item is purchased and later discovered not to meet the original specifications, the vendor shall assume all responsibility and make adjustments as required by the district.

Notice: Lowest Corresponding Price

As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all bids in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx> for more information on the requirements relating to LCP.

10.0 George West ISD Responsibilities

George West ISD will provide access during the process of the installation to allow the vendor and its employees access to the premises at all reasonable hours or at such hours as the school district and vendor may agree. It is understood that the vendor will not be held accountable for any delays caused/permitted by George West ISD. If the purchase is being made on an E-rate funded equipment or service and George West 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

The vendor must provide all supervision, labor construction tools, equipment, hardware, wiring

materials as specified, transportation, construction, unloading, inspecting, and keeping inventory. 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.

Provide for the installation of all conduits and sleeves through firewalls as required meeting codes. Install the wire, cable, and any associated hardware in accordance with the manufacturer's specifications. 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. The vendor will promptly correct all defects for which the vendor is responsible. 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.

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. Vendors may use subcontractors to perform work. However, all responsibilities rest with the vendor. 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. The vendor shall describe and provide a written document of the appropriate product and cable plant warranty periods and conditions. Access to buildings with children will occur with proper notification with Deanna Blackwell, Technology Director.