REQUEST FOR PROPOSAL
Bishop Consolidated Independent School District
Erate FY 2025

Switchgear, UPSs, Replacement Batteries, Wireless Access Points and Network Cabling

Superintendent: Christina Gutierrez

DELIVER SEALED PROPOSALS TO:

Bishop CISD Administration Building
719 E. 6th Street
Bishop, TX 78343

MANDATORY WALKTHROUGH

December 3, 2024

Meet at the Administration Building at 10:00 a.m 12.3.24

BID DUE DATE:

January 8, 2025 No Later Than 1:30 PM

BID OPENING

January 8, 2025 at 3:00 PM

Bishop CISD Administration Building
719 East 6th Street
Bishop, TX 78343

1.0 General Information:

The Bishop Consolidated Independent School District is soliciting sealed proposals for network infrastructure upgrades at multiple campuses including switchgear, wireless access points and network cabling, uninterruptible power supplies, and UPS replacement batteries. See Section 8.0 for details. 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 Bishop Consolidated Independent School District intends to govern the relationship between it and the selected Vendor. It is the intention of the Bishop Consolidated Independent School District to award the contract to the company or companies that appear most advantageous to the District.

Contact Person: Sheri Hayes, Technology Director, 361.584.3591 ext 207, shayes@bishopcisd.net.

Proposals are due on January 8, 2025 at 1:30 PM

Proposals may be hand-delivered to the District Administrative Offices located at 719 E. 6th Street, Bishop, TX. Proposal may be mailed to

Bishop Consolidated Independent School District
Attention: Sheri Hayes
719 E. 6th Street
Bishop, TX 78343

The envelope must be clearly labeled with the following information:

Name of Bidder
Address of Bidder
FY2025 Erate Bid
Bid Due Date

ELECTRONIC AND FAXED PROPOSALS WILL NOT BE ACCEPTED.

SPAM AND/OR ROBOTIC RESPONSES WILL NOT BE CONSIDERED VALID BID RESPONSES AND WILL BE DISQUALIFIED FROM CONSIDERATION

Mandatory Walkthrough

All vendors who wish to bid on this project must attend a walkthrough on December 3, 2024 at 10:00 AM. Vendors will meet Sheri Hayes at the District Administration Office located at 719 E. 6th Street, Bishop, TX. For questions about the walkthrough please contact Sheri Hayes, shayes@bishopcisd.net.

1.1 Communication with the Bishop Consolidated 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 to shayes@bishopcisd.net and answers will be posted online at https://tinyurl.com/mwj5mszt. The deadline for submitting questions is **December 10, 2024**. Q and A document will be posted in the EPC on that same date. If a change or clarification to the RFP is made in a substantial manner, addenda will be posted online. The Bishop Consolidated 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:
Sheri Hayes
Technology Director
Bishop Consolidated Independent School District
shayes@bishopcisd.net

1.2 Award of Proposal: Bishop Consolidated ISD reserves the right to award this proposal on an item-by-item basis or a group of items. Bishop Consolidated ISD reserves the right to increase or decrease the number of switches, WAPs, UPSs, and network drops and/or any other gear in this RFP. Bishop Consolidated 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 Bishop Consolidated ISD 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 Bishop Consolidated 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. Bishop Consolidated 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 FCC and USAC. Submission is also an agreement that Bishop Consolidated 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 after 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 Bishop Consolidated 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 Sheri Hayes, Technology Director, Bishop Consolidated Independent School District, 719 E. 6th Street, Bishop, TX, shayes@bishopcisd.net

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 Bishop Consolidated Independent School District is a governmental entity and is exempt from the payment of Federal Excise Taxes on articles not for resale, the Federal Transportation Tax on all shipments, and 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 Bishop Consolidated 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 Bishop Consolidated Independent School District. The Vendor is not to be deemed an employee or agent of Bishop Consolidated ISD and has no authority to make any binding commitments or obligations on behalf of Bishop Consolidated ISD except as expressly provided herein.

2.8 Indemnification: The Vendor agrees to be responsible for, and to protect, save harmless, and indemnify Bishop Consolidated ISD and its employees from and against all loss, damage, cost and expense (including attorneys fees) suffered or sustained by Bishop Consolidated ISD or for which Bishop Consolidated 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. Bishop Consolidated ISD reserves the right to adjust quantities up or down to meet actual needs.

2.10 Payment: It is the District's desire to use **Service Provider Invoicing (SPI)** 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 their response to this RFP. Payment of the undiscounted portion of the project will be made upon receipt of a correct invoice for goods and/or services 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 Bishop Consolidated 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: Bishop Consolidated ISD reserves the right to cancel this contract without pecuniary risk or penalty upon written notice of the intent. The District 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, Bishop Consolidated 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. Bishop Consolidated ISD retains the right of approval for insurance coverage. Bishop Consolidated 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 Bishop Consolidated ISD. Certificates shall be filed prior to the date of performance under this Agreement.

4.0 Evaluation Process:

Bishop Consolidated ISD will award the contract to the responsible service provider who best meets the needs of the District. To determine this service provider, Bishop Consolidated 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 Criteria

The following criteria will be used by the District to disqualify a bid.

- Bids submitted after the due date
- Bids submitted via fax
- Bids submitted via email or other electronic means
- Responses that do not include pricing for specific services or equipment requested in this RFP
- Bids that do not include site- or project-specific details, and/or are not responsive to the applicant's requests

SPAM bids[1]

Robotic bids

Absence of valid Service Provider Identification Number (SPIN)

Absence of current FCC Form 473, Service Provider Annual Certification (SPAC) on file with USAC/SLD.

FCDC Red-Light Status of Red

Debarment (See Section 1.5)

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. Bishop Consolidated 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 Bishop Consolidated ISD Obligations:

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

7.0 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, Bishop Consolidated 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.

Bishop Consolidated 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 Bishop Consolidated ISD for all costs exceeding the contract price that Bishop Consolidated ISD incurs

[1] Emails to the applicant saying that the service provider can provide the general type of service requested and asking for a call-back is not a good faith response to an FCC Form 470 posting and will be considered a SPAM bid

in completing or procuring the service as described in this document. Bishop Consolidated 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 Bishop Consolidated 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 2025 funding year ending June 30, 2026 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. Bishop Consolidated 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 Bishop Consolidated 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, 2025.
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. Bishop Consolidated ISD reserves the right to deny any or all proposals associated with this RFP, even after ERate funding approval.
8. Bishop Consolidated ISD reserves the right to fund, or partially fund (proceed with project or purchase) regardless of ERate approval.

8.0 Scope of Work

Switchgear

- **The District is seeking bids for the purchase, installation, and initial configuration of two (2) or more 24 port switches and one (1) or more 48 port switches such as the Cisco Catalyst 9200 series.**
- Switchgear bids should include all the necessary auxiliary equipment, cabling and software needed to successfully put the equipment into service in our network environment such as

stacking modules, patch cables, patch panels, racks, fiber connection equipment such as SFPs, and licenses.

- One (1) 24 port and one (1) 48 port switch will be installed at the JH Library IDF.
- One (1) 24 port switch will be installed at the Primary Campus Portable building IDF.

Wireless Access Points

- **The District is seeking bids for the purchase, installation and initial configuration of two (2) or more 802.11ax (WiFi 6) wireless access points such as the Meraki CW9162I-MR or greater.**
- It is our current belief that 2 access points will provide adequate coverage for our needs but we encourage bidders to provide their own recommendations based on the functionality of their particular product.
- Access Points will be installed at the Primary Campus Portable building.
- Bids should include all necessary auxiliary equipment and software required to put the APs into service in our network environment such as mounting hardware and licenses.
- Please note that all access points will require new Cat6 or greater cabling. See “Network Drops” section below.

Network Cabling Drops

- **The District is seeking bids for two (2) Cat-6 or greater network drops.**
- All bids should include materials, installation, termination testing, and any auxiliary equipment needed to put the cabling into service in our network environment including but not limited to patch cables from switches to patch panels.
- Two (2) network cabling drops will be installed at the Primary Campus Portable building.

Uninterruptible Power Supplies

- **The District is seeking bids for the purchase, installation, and initial configuration of four (4) or more uninterruptible power supplies.**
- Uptime requirements; 20 minutes
- A list of equipment to be supported by the UPSs will be provided at the walkthrough.
- Bids should include removal of existing UPS and all auxiliary hardware, software, and licenses required to put the UPSs into service in our network environment.
- UPS locations will be at the Primary Campus Portable building IDF, Elementary IDF, Elementary Gym, and JH Library IDF.

UPS Replacement Batteries

- **The District is seeking bids for the purchase, installation, and initial configuration of replacement batteries for existing UPSs and battery packs listed below.**
    - Two (2) SRT2200RMXLA UPSs
    - Two (2) SRT72RMBP battery packs
    - Four (4) SRT3000RMXLA UPSs

- Five (5) SRT96RMBP battery packs

Racks/Cabinets

- **The District is seeking bids for the purchase and installation of one (1) mounting bracket and installation of one (1) existing switch in an existing network cabinet.**
- Switch model to be mounted and existing cabinet model and requirements will be available at the walkthrough.

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 or 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. Bishop Consolidated 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 Bishop Consolidated ISD has been received. Substitutions must be submitted to Bishop Consolidated 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.

9.0 Bishop Consolidated ISD Responsibilities

Bishop Consolidated 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 Bishop Consolidated ISD.

If the purchase is being made on an E-rate funded equipment or service and Bishop Consolidated ISD does not receive the full amount of requested E-rate funding, the applicant has the discretion to nullify and cancel the contract.

10.0 Vendor's Responsibilities

The vendor must provide all supervision, labor construction tools, equipment, hardware, wiring materials as specified, transportation, construction, unloading, inspecting, and 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, such tasks will be performed by the vendor.

The vendor will;

- 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
- Promptly correct all defects for which the vendor is responsible
- 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/or cable plant warranty periods and conditions. Access to buildings with children will occur with proper notification to Sheri Hayes.